SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
April 12, 2022

AGENDA

9:00 a.m. Call to Order/Welcome/Pledge ..... Jerry Taylor, Chairman

9:02 a.m. Assistant Superintendent of ..... Janene Fitzpatrick
Instruction Department Update

10:30 a.m. Assistant Superintendent of Administration .....Malcolm Hines
Department Update
- Policies **(pgs. 2-8)**
- Student Conduct and Discipline Code **(pgs. 9-46)**

11:30 a.m. Finance Department ..... Marsha Brown/Vickie DePratter
Update

12:00 p.m. Curriculum and Instruction Department Update ..... Jennifer Barrs
- Summer school schedule and positions **(pgs. 47-51)**
- Various new contracts **(pgs. 52-149)**

12:15 p.m. Lunch

1:15 p.m. Superintendent Update..... Ted Roush

1:45 p.m. Adjourn

RECORDING OF PARENT-STAFF MEETINGS 3.21

I. For purposes of this policy, a recording is defined as the capture of a person's individual voice or images (i.e. pictures/video) through audio tape, digital, personal communication devices (i.e. smart phones) or other electronic means.

II. The requirements of this policy shall not be interpreted to be in conflict with the requirements of Policy 5.25 – Student Use of Cellular Telephones and Other Communication Devices. Nor shall the requirements of this policy be interpreted to extend to school-sponsored public events, where there can be no expectation of privacy. A school-sponsored public event is any school-related activity, whether free or at which an admission fee is charged, that members of the public may attend. These include but are not limited to athletic competition, plays, musical performances, awards ceremonies, and graduation.

III. In general, the recording of parent-staff meetings is prohibited. Video recording of parent-staff meetings is strictly prohibited. Audio recording of parent-staff meetings is prohibited except as provided below.

IV. The principal or a District administrator may not permit an exception to this general prohibition for audio recording of parent-staff meetings related to Exceptional Student Education services (including child find, evaluation, eligibility determination, or provision of ESE services) where a parent has documented that such audio recording is necessary for that parent to meaningfully participate in the meeting; to understand the IEP process and/or his/her child's IEP; or is otherwise necessary to implement other parental rights under the IDEA, Section 504 of the Rehabilitation Act of 1973, as amended, and/or the Americans with Disabilities Act, as amended. No ~~A~~authorized exceptions to the general prohibition against the audio recording of a parent-staff meeting ~~will~~ that typically involve situations when a parent has a disability recognized under Section 504/ADA or a language barrier that would preclude the individual's ability to understand and/or meaningfully participate in the IEP process or the relevant planning of the student's education are pemitted.

A. If a parent believes that recording a parent-staff meeting related to Exceptional Student Education services is necessary, she/he should notify the principal in writing, preferably at least two (2) school days before the meeting, of his/her desire to record the meeting and the reason the recording is required. The principal, Director of ~~Exceptional~~ Student ~~Support~~ Services or designee may ask for documentation of the existence of any such disability or language barrier. The principal, Director of ~~Exceptional~~

Student ~~Support~~ Services or designee will notify the parent at least one (1) school day before the meeting if she/he intends to grant or deny the parent's request to record the meeting. Issues relater to a disability or language barriers will be addressed to meet the needs of the participants, no recordings will be permitted.

B. If the principal, Director of ~~Exceptional~~ Student ~~Support~~ Services or designee denies the request, she/he will state in writing the reasons for the denial. ~~Authorized exceptions to the general prohibition against the recording of IEP Team meetings~~ will be given. ~~involve situations when a parent, or authorized representative of a parent, or other IEP Team member, is unable to understand or meaningfully participate in the IEP process or the planning of the relevant student's education due to a disability, language barrier, or some other impairment. If a parent is permitted to record the meeting, she/he must use his/her own audio recording device and the District will similarly record the meeting.~~

~~C. For purposes of the recording of IEP Team meetings, a recording is defined as the capture of voices, and other ambient sound electronically, digitally, or by any other means for the purpose of retrieval and review. Recording, moving visual images at an IEP meeting is strictly prohibited.~~

~~D. If the District records an IEP Team meeting, the resulting recording shall become a part of the student's educational record and will be maintained in accordance with State and Federal law.~~

STATUTORY AUTHORITY: **1001.32, 1003.02, 1002.20 F.S.**

LAW(S) IMPLEMENTED: **34 C.F.R. 300.322 and 300.501; 1003.57 F.S.**

STATE BOARD OF EDUCATION RULE(S): **6A-6.03311**

HISTORY: ADOPTED: _____ REVISION DATE(S): _____

USE OF TIME OUT, SECLUSION AND PHYSICAL RESTRAINT FOR STUDENTS WITH DISABILITIES 5.121*+

I. The District shall implement behavioral management interventions for disruptive students to prevent and reduce significant disruptive behavior and to provide for the physical safety and security of students and staff when students pose a threat to themselves and/or others. The focus shall be on the use of the least restrictive but effective intervention(s) for each student.

II. Time Out

Time out is a procedure in which access to reinforcement is removed or reduced for a designated time.

A. *Non-exclusion time out* is the least restrictive form of time out. The student is allowed to observe the classroom activity but not participate.

B. *Exclusion time out* excludes the student from participation in and observation of classroom activities. The student remains in the classroom but cannot observe or participate in ongoing activities.

III. Seclusion

Seclusion or isolation means the involuntary confinement of a student in a room or area alone while preventing the student from leaving the room or area for a predetermined period of time. Seclusion is strictly prohibited. ~~The student is placed in a non-stimulating room away from the classroom. The student must be observed continuously by trained personnel.~~

IV. Physical Restraint

A. *Manual physical restraint* is the use of physical restraint techniques that involve physical force to restrict free movement of all or part of a student's body. It is a method to prevent a student from harming himself/herself or others.

B. Physical restraint should only be used in an emergency situation when an immediate and significant threat to the student or others exists.

C. Physical restraint may only be implemented by trained, qualified school personnel.

D. Techniques or devices such as straightjackets, zip ties, handcuffs, or tie downs may not be used in ways that may obstruct or restrict breathing or blood flow or that place a student in a facedown position with the student's hands restrained behind the student's back. Restraint techniques may not be used to inflict pain to induce compliance.

V. Documentation and Reporting

All instances of time out, seclusion and restraint shall be documented and reported as required.

VI. Notice, Monitoring and Analysis

A. At the beginning of each school year, the district shall post its policies and procedures on positive behavior interventions and supports as adopted by the school district.

B. The use of manual physical restraint or seclusion shall be monitored at the classroom, school and District levels.

C. The use of the behavior interventions, the appropriateness of use and the effectiveness of the interventions shall be analyzed.

VII. Prohibitions

School personnel shall not

A. Use a mechanical restraint or a manual physical restraint that restricts a student's breathing or

B. Close, lock or physically block a student in a room that is unlit or that does not meet the rules of the State Fire Marshall. ~~for a seclusion time out room.~~

C. Seclusion is strictly prohibited.

VIII. Training

A. The District shall provide initial training for designated personnel in the use of time out, ~~seclusion~~ and physical restraint.

B. Refresher training shall be conducted annually.

C. Personnel who have been trained in manual restraint techniques in positions outside of the School District shall receive training in District methods.

IX. Procedures

The Superintendent shall develop procedures to implement this policy and related statutes. Procedures shall include but not be limited to the following:

A. Incident reporting;

B. Data collection;

C. Monitoring and analysis;

D. Plan for reducing the use of restraint and seclusion;

E. Identification of staff to be trained; and

F. Training components.

STATUTORY AUTHORITY: **1001.41, 1001.42, F.S.**

LAW(S) IMPLEMENTED: **1001.43, 1003.32, 1003.573,**

1006.07, 1006.11, 1012.75, F.S.

STATE BOARD OF EDUCATION RULE(S) 6A-6.03312

HISTORY:

ADOPTED: _____
REVISION DATE(S):

_____
FORMERLY: NEW

SCHOOL HEALTH SERVICES **5.28+**

I. The School Board shall collaborate with the County Health Department and the District school health advisory committee to develop and implement a health services plan. This plan shall be contained in the *Health Services Manual.*

II. The plan shall include, but not be limited to, provisions for all aspects required by law.

III. At the beginning of each school year, the principal shall inform the parent(s) as defined by Florida Statutes, in writing, that students will receive specified health services as provided in the health services plan. A student shall be exempt from any of these services when his/her parent(s) requests an exemption in writing. A health care practitioner may not solicit or arrange to provide health care services or prescribe medicinal drugs to a minor child without first obtaining written parental consent. When invasive screening is one (1) of the specified services, written consent of the student's parent(s) shall be obtained prior to any such screening.

Formatted: Font: (Default) Times New Roman, 14 pt

STATUTORY AUTHORITY: **1001.41, 1001.42, F.S.**

LAW(S) IMPLEMENTED: 381.0056, 394.463, 1001.21, 1002.20, 1006.062, F.S.

HISTORY:
ADOPTED: 12/15/2015
REVISION DATE(S): _____
FORMERLY: NEW

SUWANNEE COUNTY SCHOOL DISTRICT

Student Conduct and Discipline Code
2022-2023~~2021-2022~~

Branford Elementary School
Branford High School
Suwannee Riverside Elementary
Suwannee Pineview Elementary
Suwannee Springcrest Elementary
Suwannee Middle School
Suwannee High School
Suwannee Opportunity School
Suwannee Virtual School

Ted L. Roush
Superintendent of Schools

Suwannee County School Board

Jerry Taylor – District 1

Norman Crawford – District 2

Tim Alcorn – District 3

Ed daSilva – District 4

Ronald White – District 5

School Principals

Branford Elementary School – Deidre McManaway

Branford High School – Terry Huddleston

Suwannee Riverside Elementary – Marsha Tedder

Suwannee Pineview Elementary –Amy Boggus

Suwannee Springcrest Elementary – Jennifer Beach

Suwannee Middle School – Laura Williams

Suwannee High School – Carl Manna

Suwannee Opportunity School – Angie Stuckey

Suwannee Virtual School – Angie Stuckey

RIVEROAK Technical College – Mary Keen

Student Conduct and Discipline Code
adopted by the School Board April 2022~~July 2021~~

DISTRICT WEBSITE
www.suwannee.k12.fl.us
(Link to FOCUS to check student grades and attendance online.)

Please complete and return this form to the school within 10 days.

Student's Full Name (Please Print) _____ School _____ Grade Level____

2022-2023~~2021-2022~~ PARENT AND STUDENT NOTIFICATION

The Suwannee County School District's Student Conduct and Discipline Code guide for Pre-K through grade 12 has been developed to help your son/daughter gain the greatest possible benefit from his/her school experience. Parents/guardians have the responsibility for the actions of their children and should be involved in their children's education. Parents/guardians should take special notice of the attendance and tardy sections of this Code as well as the suspension and expulsion provisions. Please note the attendance policies and their effect on other policies, such as sports eligibility, compulsory school age, and driving privileges. Parents/guardians should also take special note of information in Section II, entitled "Public Notice," which includes, but is not limited to, your child's educational records, the release of directory information (i.e., Armed Forces) and possible participation in student surveys (i.e., Florida Youth Substance Abuse Survey).

The school is in need of your help and cooperation. When you have read and discussed the Student Conduct and Discipline Code with your son/daughter, sign this sheet, **remove it from the booklet, and return it to the school.** This form will be kept in your son's/daughter's curriculum folder for the current school year.

The Suwannee County School District (SCSD) is not responsible for the supervision of students on school grounds until 30 minutes prior to the start of the regular school day or a scheduled event, or beyond 30 minutes after the regular school day or scheduled event. Please refer to your school's beginning and ending hours and arrange for supervision of your child accordingly. [1003.31, Florida Statutes]

Failure to return this acknowledgement will not relieve a student, or the parent/guardian of the student, from responsibility for knowledge of the contents of the Student Conduct and Discipline Code and will not excuse non-compliance by the student of the Student Conduct and Discipline Code.

A copy of the Student Conduct and Discipline Code guide has been received. Please mark your decisions in the ~~two~~ permission areas below and return a copy of the form to your child's school.

~~Permission 1: Parent Release~~

☐ **~~Option 1:~~** ~~I, as parent/guardian of a student enrolled in a SCSD school, hereby give SCSD my consent and permission to: 1) Record said student's participation and appearance on video tape, audio tape, film, photograph, or any other medium; 2) Use said student's name, likeness, voice, and biographical material in connection with these records; and 3) To exhibit or distribute such recording in whole or in part without restrictions or limitation for any educational or promotional purpose which the SCSD, and those acting pursuant to its authority, deem appropriate. It is specifically understood that the recording may be submitted for use by a school or district newsletter, the local press, the school, or district cable television programming, and the school or district website. I expressly agree and give permission to allow the use of said media in all forms without any royalties, commissions, or other remuneration due to me or any other party, or parties associated with this production.~~

~~I expressly release and discharge the SCSD from any and all liability that may arise from the use of said media in this manner. Furthermore, I expressly waive any and all privacy rights that would otherwise have been accorded to these recordings or other media in accordance with §1002.20 and §1002.22 (2004), Florida Statutes.~~

☐ ~~**Option 2:** I do not give permission for any of the Parent Release information noted in Option 1 of this area.~~

~~* Photos will be taken of each student for internal use only.~~

Permission 2: Corporal Punishment Consent

Suwannee County School District's Student Conduct and Discipline Code defines corporal punishment as the moderate use of paddling in front of a witness by a principal/administrator that may be necessary to maintain discipline or to enforce school rules. Parents may opt to not permit corporal punishment as a disciplinary intervention by checking below. Please indicate your decision regarding corporal punishment for your child by signing and returning this form. [§§1002.20, 1003.01, and 1003.32, Florida Statutes]

The school may use corporal punishment with my child.

☐Yes ☐No

Signatures below indicate permission for areas checked above.

Parent/Guardian Date

Student Date

Witness OR School Administrator Date

Witnesses required; must be at least 18 years of age, cannot be a current student.

TABLE OF CONTENTS

Section I: Rights and Responsibilities 1
- Student Rights 1
- Daily Conduct Code 1
- Scope of Authority 1
- Family Responsibilities 1
- Student Responsibilities 2

Section II: Public Notice 2
- Access to Students and Student Records by Parents 2
- Civility Policy 2
- Crisis Protocol 3
- Directory Information 3
- Family Educational Rights and Privacy Act 3
- Insurance (Student Accident) 4
- Statement of Non-Discrimination 4
- Notification of Compliance 4
- Notification of Risk 5
- Protection of Pupil Rights and Amendments 5
- Public Safety Information Act 1997 6
- Student Grievance Procedures 6
- Student Records and Reports 6
- Subpoenas for Student Records 6
- Supervision of Students Before and After School and School Activities 7

Section III: Guidelines Governing Student Behavior 7
- Academic Eligibility Requirements for Extracurricular Activities 7
- Attendance Rules 8
- Bullying and Other Forms of Aggression 10
- Bus Conduct Rules 11
- Bus Suspension/Expulsion 12
- Cell Phones and/or Any Electric Communications Devices 12
- Dress Code 12
- Gangs and Gang-Related Activity 13
- Harassment 14
- Violent or Disruptive Behavior 14
- Report Suspicious Behavior 14
- Health Services Provided 14
- Annual Emergency Information and Health Update 15
- Meeting Emergency Health Needs 15
- School Entry Health Examination 15
- Florida Immunization Requirements for School Entry 15
- Exemptions 16

Meningococcal Vaccines 16
Human Papilloma Virus Vaccines (HPV/Genital Herpes) 16
Medication Administration 16
Authorization for Students to Carry a Prescription, Inhaler, etc. 17
Student Use of Sunscreen 17
Health Screenings 17
Excluding Students from Services 17
Health Instruction 18
Parking/Vehicle Rules 18
Technology Use Policy and Agreement 18
Unacceptable Use and Prohibited Activities 19
Student Technology and Device Guidelines 19

Section IV: Disciplinary Interventions 20
Infractions: Level I 25
Infractions: Level II 25
Infractions: Level III 25
Infractions: Level IV 25
Actions 27

Section V: Due Process 27
Due Process Procedures for Suspensions 27
Due Process Procedures for Alternative School Placement 28
Due Process Procedures for Expulsion 28
ESE: Suspensions and Expulsions 29
School Counseling Programs 29

School Calendar 30

Phone Directory 32

SECTION I: RIGHTS AND RESPONSIBILITIES

STUDENT RIGHTS

Students attending Suwannee County Public Schools have the right to a free and appropriate education, which includes the right to equal educational opportunities without regard to race, national origin, sex, disability, or marital status. Students are also vested with other fundamental expectations.

1. Students should be informed of the Suwannee County School District (SCSD) policies and rules of the Student Conduct and Discipline Code.
2. Students should expect a safe and orderly environment in which to learn, have property respected, and to protect self and property against injury attempted by another.
3. Students should know about and use school guidance services.
4. Students should be treated with dignity and respect by other students, school personnel, and campus visitors.
5. Students should expect reasonable and fair treatment and have rules enforced without discrimination.
6. Students should be protected by laws prohibiting the release of personally identifiable information, other than directory information, to any unauthorized party without the consent of parents/guardians, or students 18 years of age or older.
7. Students should have free bus transportation as allowable by law.
8. Students should be notified of failure or the potential for failure as outlined in the progress reporting schedule.
9. Students should receive an academic program that promotes high student performance and is delivered by competent teachers in an atmosphere from bias and prejudice.
10. Students should be able to express viewpoints responsibly in writing or orally without jeopardizing relations with teachers or school, conduct meetings on school grounds or in school buildings in accordance with school rules and scheduled use of facilities, and organize clubs and groups.
11. Students should have privacy of personal possessions unless appropriate school personnel have reasonable cause to believe a student has any object or material which is prohibited by law or School Board.
12. Students should expect student records will be kept safe and private.
13. Students should expect that other students and school personnel respect feelings, rights, their property, and privacy.
14. Students should expect opportunity for hearing upon suspension from school.
15. Upon written request by his or her parent, a student may be excused from standing for or reciting the Pledge of Allegiance.

DAILY CONDUCT CODE [§1003.31(4)(a-g), Florida Statutes]

By enrolling in a public school in Suwannee County, Florida, each student agrees to conduct himself/herself according to the Statute's Daily Conduct Code.

1. Be respectful and obedient at all times.
2. Not hurt another person with my words or my acts.
3. Tell the truth, because it is wrong to tell a lie.
4. Not steal, because it is wrong to take someone else's property.
5. Not cheat or plagiarize the work of others.
6. Respect my body and not take drugs.
7. Show strength and courage, and not do something wrong just because others are doing it.
8. Pledge to be nonviolent and to respect my teachers and fellow classmates.

SCOPE OF AUTHORITY

The **Student Conduct and Discipline Code** applies to all students enrolled in Suwannee County Public Schools. The code is in effect on School Board owned or controlled property and whenever students are under the official supervision of School Board employees, including but not limited to: field trips, extracurricular activities, or while being transported to and from such places either by school bus, approved drivers, or other official means of conveyance.

FAMILY RESPONSIBILITIES

By enrolling a child in a public school in Suwannee County, Florida, each parent/guardian agrees to comply with the essential parental responsibilities including but not limited to this list.

1. A parent should review the contents of the Student Conduct and Discipline Code guide with his/her child.
2. A parent must ensure his/her child lives in the assigned school zone.
3. A parent must ensure the daily attendance of his/her child and promptly report and explain any absences or tardiness from school.

4. A parent should provide his/her child with the resources needed to complete class work.
5. A parent should assist his/her child in being healthy, neat, and clean.
6. A parent must bring to the attention of the school authorities any problem or condition which affects his/her child or other children of the school.
7. A parent must ensure his/her child does not bring inappropriate or contraband items to school.
8. A parent should discuss report card and work assignments with his/her child and monitor student academic progress in the FOCUS system (www.suwannee.k12.fl.us).
9. A parent must ensure that the school has up-to-date demographic and contact information in the FOCUS Parent Portal~~home, work, and emergency telephone numbers~~.
10. A parent must ensure that current emergency health care information regarding his/her child is on file with the school.
11. A parent should communicate with the school (i.e., talk to child's teacher, return requested forms, etc.).
12. A parent should ensure all school issued materials are taken care of and used properly.

STUDENT RESPONSIBILITIES

Becoming a responsible adult begins with becoming a responsible student! The following information outlines student responsibilities:

1. Students must adhere to the guidelines set forth in the school handbook and this Student Conduct and Discipline Code.
2. Students should attend all classes daily and be punctual for all school days during the school year and to provide the school with adequate written explanation and appropriate documentation to explain an absence, and request make-up work assignments from teachers upon return to school and complete them within an appropriate length of time.
3. Students should come to class with all necessary materials and be prepared to learn.
4. Students should take advantage of learning opportunities.
5. Students should use guidance services for educational and personal improvement.
6. Students must show respect for and consideration to all individuals and property.
7. Students must report hazardous or dangerous situations to an adult in authority.
8. Students must immediately report illegal activities to appropriate authorities.
9. Students must refrain from bringing inappropriate or contraband items to school.
10. Students must abide by all rules and regulations established by school, teacher, and bus driver.
11. Students should complete all classroom assignments, homework, and projects/reports as outlined by their current classroom teacher(s).
12. Students must refrain from profane or inflammatory statements.
13. Students must conduct themselves in a safe and responsible manner.
14. Students should dress in a neat, clean, and well-groomed manner.
15. Students must take responsibility for his/her own work and actions, and share with their parents/guardians grades and progress reports received relative to their progress in each class.
16. Students should ensure all school issued materials are taken care of and used properly.

Note: Students who report any of the above listed activities/information to the appropriate authorities may have their names held in confidence and the District agrees not to release the student's name to any other student.

SECTION II: PUBLIC NOTICE

ACCESS TO STUDENTS AND STUDENT RECORDS BY PARENTS

The parent who registers the student and provides information on the student data registration form will be considered that parent who controls and makes final decisions regarding the student. It is the parent's responsibility to supply the school with any documents that delineate custody issues. When parents are divorced or separated, both parents have full rights to participate in the child's school activities and know what is happening at school unless there is a court document limiting that access. A non-residential parent may have access to student records and information unless a court order prohibits such access. If a court has issued such an order, then the student's parent is responsible for providing the principal with a certified copy of the order. Additionally, the school will not resolve parental disputes regarding a student and/or student record access. Normal school procedures for parent pick-up, eating with a student at school, and attendance at other school activities is permitted by both parents unless there is a court document that prohibits contact or severs parental rights. Schools do not have facilities nor is it appropriate to accommodate parent domestic visitations. If parents approach schools for these visitations, they will be requested to make arrangements for out-of-school visitation after school hours. [§61.13(2)(b)3, Florida Statutes]

CIVILITY POLICY

Employees of SCSD will treat parents and other members of the public with respect and expect the same in return. The District must keep schools and administrative offices free from disruptions and prevent unauthorized persons from entering school/district grounds. Accordingly, this policy promotes civility, mutual respect, and orderly conduct among District employees.

CRISIS PROTOCOL

Providing a safe and secure environment for our students to learn is a top priority of the SCSD. Measures have been taken to ensure our staff and students are prepared in the event a crisis situation occurs in one of our schools. A comprehensive Crisis Management Plan has been created to guide our staff through a wide variety of situations. Fire drills, tornado drills, and lockdowns are practiced at each site to ensure that routines and safety procedures are well established and familiar to all.

Parents – The SCSD requires your cooperation with school and district authorities during a lockdown crisis.

1. Please follow school and/or district directives.
2. Please consult local media for regular updates about the incident. Listen for information updates on local radio and television stations.
3. You may be directed to an off-campus parent staging area for the latest information regarding a campus crisis.
4. Please DO NOT call the school because phone lines will be needed for emergency communication.
5. Please DO NOT call your child's cell phone in order for cell towers to be clear for emergency use.
6. Please DO NOT go to the school if a lockdown situation should occur. Roads will be closed, doors will be locked, and campuses will be off-limits to anyone other than authorized personnel.

Pursuant to Florida Statute 120.54, in the event of an emergency, the Superintendent or the School Board can enact additional rules governing student conduct which shall be enforced as included in this Student Conduct and Discipline Code.

DIRECTORY INFORMATION

The SCSD reserves the right to release "directory information" to the general public without obtaining prior permission from students or parents/guardians. Directory information includes the student's name, gender, parent/guardian names, residential address, telephone number (if listed), date and place of birth, name of most recent previous school or program attended, participation in school sponsored activities and sports, height and weight of athletic team members, dates of school attendance, anticipated graduation date, honors and awards received, and diploma conferred. However, a student or his/her parents may notify the principal of the desire NOT to have directory information released. This notification must be submitted in writing to the principal within 30 days of distribution of the Student Conduct and Discipline Code or 30 days after initial enrollment. Upon notification, this information will not be disclosed except with the consent of a parent/guardian or eligible student, or as otherwise allowed by the Family Educational Rights and Privacy Act. In the absence of written notification to restrict the release of directory information, the school and the SCSD will assume that neither a parent/guardian of a student, nor a student, objects to the release of the designated directory information. The SCSD will routinely publish directory information in conjunction with press releases regarding school activities, honor roll announcements, athletic events, and other such activities. Under provisions of the National Defense Authorization Act and the Elementary and Secondary Education Act (No Child Left Behind), directory information may also be released to law enforcement agencies, other governmental agencies (U.S. Department of Justice, branches of Armed Forces, etc.) and to post-secondary programs to inform students of educational programs available to them. However, directory information shall not be released for commercial use, including among others, mailing lists for solicitation purposes.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT

The Family Educational Rights and Privacy Act (FERPA) affords parents/guardians and students over 18 years of age ("eligible students") certain rights with respect to the student's educational records.

1. The right to inspect and review the student's education records within 30 days of the day the District receives a request for access. Parents/guardians or eligible students should submit to the principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent/guardian or eligible student of the time and place where the records may be inspected. If copies of these records are requested, the first five pages will be provided at no cost. Additional pages will be copied for a charge of 15 cents per page.
2. The right to request the amendment of the student's education records that the parent/guardian or eligible student believes is inaccurate or misleading. Parents/guardians or eligible students may ask the SCSD to amend a record that they believe is inaccurate, misleading, or in violation of the student's privacy rights. When making such a request, a written statement to the principal should clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the District decides not to amend the record as requested by the parent/guardian or eligible

student, the District will notify the parent/guardian or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent/guardian or eligible student when notified of the right to a hearing.

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that the FERPA authorizes disclosure without consent. The one exception, which permits disclosure without consent, is disclosure to school officials with a legitimate educational interest. A school official is a person employed by the District as administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent/guardian or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, the District discloses educational records, including record of disciplinary actions, without consent to officials of another school district in which the student intends to enroll. ~~The right to refuse to provide the student's social security number.~~
4. The right to refuse to provide the student's social security number. When requesting basic information from students and parents/guardians, a request will be made for student's social security number under section §1008.386, Florida Statutes. In any case, disclosure of the social security number is voluntary and will be used only as a student identification number in the Information Technology (IT) system maintained by the District.
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

    Family Policy Compliance Office
    U.S. Department of Education
    600 Independence Avenue SW
    Washington, DC 20202-4605

INSURANCE (Student Accident)
The SCSD recommends that parents/guardians, who do not have accident insurance for their child, purchase school accident insurance for their children Pre-K through grade 12 in the event of an incident on any SCSD property. Please note the type of insurance is accident only, not health insurance. School insurance information is available by calling 1-800-541-8256 or online at https://www.schoolinsuranceagency.com.

STATEMENT OF NON-DISCRIMINATION
The Suwannee County School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to designated youth groups.

If you wish to file a complaint alleging any violation of this policy, notify:

Ronnie Gray, Equity Coordinator
Suwannee County School District
1740 Ohio Avenue, South
Live Oak, FL 32064
Office: (386) 647-4644 Fax: (386) 364-2635

NOTIFICATION OF COMPLIANCE
The SCSD adheres to a policy of non-discrimination in educational programs/activities and employment and strives to provide equal opportunities for all as required by:

Americans with Disabilities Act Title II – The SCSD prohibits discrimination on the basis of disability in state and local government programs/services.

Child Find – The District has an obligation to identify, locate, and evaluate all children with disabilities.

Civil Rights Act of 1994 TITLE VII – The SCSD prohibits discrimination on the basis of race, color, religion, or national origin.

Florida Civil Rights Act of 1992 – The SCSD secures for all individuals within the state, freedom from discrimination because of sex, national origin, age, disability, pregnancy, or marital status.

Florida Education Equity Act – The SCSD prohibits discrimination on the basis of race, disability or marital status, sex, or national origin against students or employees in any educational program or activity, or in any employment conditions or practices. The supervisor responsible for compliance may be contacted at (386) 647-4644.

Section 504 of the Rehabilitation Act of 1973 – The SCSD prohibits discrimination against the disabled. It is the intent of the District to identify, evaluate, and provide appropriate educational accommodations to these students. Students may be disabled under this policy even though they do not require services pursuant to the Individuals with Disabilities Education Act (IDEA). Students and parents/guardians have a right to due process under Section 504. A copy of parent/guardian rights afforded by Section 504 of the Rehabilitation Act of 1973 is available at all district schools and on the Student Services website. The Director of Student Services is the coordinator of Section 504 activities and may be contacted at (386) 647-4638.

Title IX of Education Amendments of 1972 – This legislation states: No person in the United States shall, on the basis of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance. The SCSD affirmed in 1975 that it is in compliance with the requirements of Title IX and does not discriminate on the basis of sex in the educational programs or activities which it operates. This statement of non-discrimination extends to SCSD employment practices and to admission to school programs. A Title IX complaint is a claim by a person that he or she has been discriminated against on the basis of sex in the programs or activities operated by the SCSD. A person having a Title IX complaint should direct his/her concern to the Equity Coordinator who will either investigate the complaint or refer it to appropriate personnel. Title IX complaints should be addressed to:

Ronnie Gray, Equity Coordinator
Suwannee County School District
1740 Ohio Avenue, South
Live Oak, FL 32064
Office: (386) 647-4644 Fax: (386) 364-2635

NOTIFICATION OF RISK

Be aware that playing or practicing to play/participate in any sport can be dangerous in nature and involve MANY RISKS OF INJURY. It is understood that the dangers and risks of playing or practicing to play/participate in interscholastic sports may result in complete or partial paralysis; brain damage; serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of the muscular-skeletal system; serious injury to virtually all internal organs; serious injury or impairment to other aspects of the body; and could affect other possible impairments to one's general health and well-being. Understand that the dangers and risks of playing or practicing to play/participate in interscholastic sports may result not only in serious injury, but in a serious impairment of future ability to earn a living; to engage in other business; social and recreational activities; and generally to enjoy life. Because of the dangers of participating in interscholastic sports, it is important to follow and obey coaches' instructions regarding playing techniques, training, and team rules. The best investment that any parent can make is to invest in purchasing school accident insurance.

In consideration of the SCSD permitting tryouts for high/middle school team sports and engaging in all activities related to the team including, but not limited to, trying out, practicing or playing/participating in that sport; all employees, agents, representatives, coaches, and volunteers will be held harmless from any and all liability, actions, causes of actions, debts, claims, or demands of any kind and nature whatsoever which may arise out of or in connection with participation in any activities related to the high/middle school interscholastic sports team. The terms hereof shall serve as a release and assumption of risk for heirs, estates, executors, administrators, assignees, and all family members.

PROTECTION OF PUPIL RIGHTS AMENDMENTS

Local educational agencies receiving funds from the U.S. Department of Education are required by federal law to comply with requirements for the collection and reporting of certain information by means of student surveys, as well as requirements to protect student privacy. The information that must be reported relates to student attitudes and behaviors on topics such as school safety, substance use and the prevalence of risky attitudes or behaviors, particularly with respect to alcohol and drug abuse. In addition, these surveys also collect information on general health practices and human sexuality. Such information is collected by survey anonymously on a sampling basis, and no personally identifiable information is obtained from or reported on any individual student. The District cooperates with other agencies such as the Florida Department of Health in conducting these surveys.

It is the policy of the SCSD to notify parents/guardians of upcoming surveys that reveal information concerning one or more of the following items:

- Political affiliations or beliefs of the student or the student's parent/guardian,
- Mental and psychological problems of the student or the student's family,
- Sexual behavior or attitudes,
- Illegal, anti-social, self-incriminating, or demeaning behavior,
- Critical appraisals of other individuals with whom respondents have close family relationships,
- Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers,
- Religious practices, affiliations, or beliefs of the student or student's parent/guardian, and
- Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Participation is Voluntary – No student shall be required to participate in such a survey if the parent/guardian/student objects to participation. Prior written parental consent will be obtained before a minor student takes a survey funded by U.S. Department of Education that includes any of the above topics. On all other surveys, parents/guardians will be given the opportunity to opt their child out of participation. Notification to parents/guardians will occur prior to students being given surveys.

Right to Inspect – A parent/guardian/student has the right to inspect any such survey instrument before the survey is administered or distributed to students if a request is made within a reasonable period of time. Parents/guardians further have the right to inspect or review:

- Arrangements that will be made to protect student privacy,
- Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes, and
- Instructional material used as part of the educational curriculum.

Notification of Parents/Guardians – Parents/guardians will be notified of this policy annually, at the beginning of the school year, and within a reasonable period of time if any substantive change is made to this policy. Such notice shall include the specific or approximate dates during the school year when any such survey will be administered.

PUBLIC SAFETY INFORMATION ACT 1997 – SEX OFFENDER/SEXUAL PREDATOR LAWS
Information is available at each school. Contact your local principal.

STUDENT GRIEVANCE PROCEDURES
The SCSD will promptly investigate alleged incidents of harassment or discrimination and appropriate, corrective action will be taken. Any student who alleges harassment or discrimination by another student or SCSD employee shall report the harassment to the building principal, assistant principal(s), guidance counselor(s), or teacher(s). Filing of a complaint or otherwise reporting harassment in good faith will not affect the student's status, extracurricular activities, grade, or any other assignments. However, willfully reporting a false claim of harassment or discrimination in bad faith is illegal and will subject the reporter of the false claim to disciplinary action.

The harassment or discrimination complaint shall be in writing, state the act(s), state the date(s), state the name(s) of witnesses, and shall be signed by the complainant. The right to confidentiality, both of the complainant and of the alleged harasser, will be respected, consistent with the School Board's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action upon finding evidence of misconduct. Retaliation against any student for alleging harassment or discrimination is strictly forbidden.

STUDENT RECORDS AND REPORTS – RIGHTS OF PRIVACY – NOTIFICATION
In accordance with §1002.22, Florida Statutes, students and their parents/guardians shall have rights of access, rights of challenge, and rights of privacy with respect to student records and reports. Every student shall have a right to privacy with respect to the educational records kept on him or her. Personally identifiable information contained in such records and reports is confidential. These records and reports cannot be released without the written consent of the parent/guardian/student, unless the purpose for the release of such information is consistent with §1002.22(3)(d), Florida Statutes. Such a release of information without consent can be for any reason consistent with that in §1002.22(3)(d), Florida Statues, including, but not limited to, purposes consistent with interlocal agreements with other agencies.

SUBPOENAS FOR STUDENT RECORDS
Federal and state law requires that school officials comply with court orders and subpoenas from a court of competent jurisdiction for the timely production of student records. If disclosure is made in response to a court order or subpoena, the parent/guardian will be notified, except where the law prohibits said notification. If a parent/guardian objects to the release

of these records, an objection to a subpoena for non-party production must be timely filed and/or a protective order must be timely obtained from a court of competent jurisdiction.

SUPERVISION OF STUDENTS BEFORE AND AFTER SCHOOL AND SCHOOL ACTIVITIES
The SCSD is not responsible for the supervision of students on school grounds until 30 minutes prior to the start of the regular school day or a scheduled event or beyond 30 minutes after the regular school day or scheduled event. Please refer to your school's beginning and ending hours and arrange for supervision of your child accordingly. (§1003.31, Florida Statutes)

SECTION III: GUIDELINES GOVERNING STUDENT BEHAVIOR

ACADEMIC ELIGIBILITY REQUIREMENTS FOR PARTICIPATION IN EXTRACURRICULAR ACTIVITIES
All high schools shall be members of the Florida High School Athletic Association (FHSAA) and shall be governed by the bylaws of that organization. These schools shall also follow the requirements for all extracurricular activities as prescribed by Florida law. For further details, refer to the FHSAA Handbook and the Florida Statutes. ~~[[§§1003.43(1) and~~ 1006.15, Florida Statues~~)]~~

A. A student not currently suspended from interscholastic or intrascholastic extracurricular activities or suspended or expelled from school pursuant to a district school board's suspension or expulsion powers provided in law, including §§1006.07, 1006.08, and 1006.09, is eligible to participate in interscholastic and intrascholastic extracurricular activities.
B. A student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets the criteria in § 1006.15 (3)(h).
C. A student's eligibility to participate in any interscholastic or intrascholastic extracurricular activity may not be affected by any alleged recruiting violation until final disposition of the allegation pursuant to § 1006.20(2)(b).
   1. Attendance – Students must be in attendance all day, at school, in order to participate in extracurricular/after school activities.
   2. Alcohol/Drug – Prohibited acts include a) possessing or consuming alcohol, b) operating a motor vehicle under the influence of alcohol, c) misrepresenting one's age for the purpose of purchasing, possessing, or consuming alcohol, d) public intoxications, and/or e) violations of additional team rules regarding alcohol use. Prohibited acts also include a) possessing or using illegal substances, as defined by law, b) possessing or using controlled substances as defined by law, c) distributing, selling, or possessing with the intent to distribute illegal or controlled substances, as defined by law, and/or d) using tobacco products by a student-athlete during practice, competition, or other team functions. A student found to be in violation of the alcohol/drug guidelines may be suspended and/or expelled from extracurricular/after school activities.
   3. Academic – 2.0 GPA is required for academic eligibility. A middle/junior high student must have a 2.0 GPA, or the equivalent of a 2.0 GPA based on a 4.0 scale, at the conclusion of each semester. A high school student must have a cumulative 2.0 grade point average on a 4.0 unweighted scale, or its equivalent at the conclusion of each semester to be academically eligible during the next semester (§. 1006.15(3)(a)1, Florida Statutes).
   4. School Discipline – Students who have been out of school suspended for disciplinary reasons will not be eligible to participate in extracurricular/after school activities. All other school discipline as it relates to student-athlete eligibility for participation will be at the discretion of the principal or designee.
   5. Bullying – see Student Conduct & Discipline Code (page 10).
   6. Sportsmanship – Sportsmanship shall be defined in accordance with the standards of the FHSAA. In general, a sportsperson is one who can take a loss or defeat without complaint, a victory without gloating, and who treats opponents with fairness, generosity, and courtesy. Sportsmanship is respect for oneself, teammates, coaches, officials, opponents, and property. Sportsmanship also requires maintaining self-control, and refusing to be drawn into or encourage physical conflict not otherwise required by the proper execution of the sport. All student-athletes are obligated to represent themselves, the team, the Athletic Department, the school, their families, and their communities, with the highest level of sportsmanship. A student found to be in violation of the sportsmanship guidelines may be suspended and/or expelled from extracurricular/after school activities.
   7. Dress Code – Students have a responsibility to be dressed and groomed in a manner that is consistent with the Student Conduct and Discipline Code. The principal or designee shall have the final authority for determining whether or not a student's apparel conforms to the dress code. The principal or designee may prohibit the use of clothing or items deemed inappropriate or to cause a disruption during school sponsored events to include extracurricular/after school activities.
   8. Four-Year Limit of Eligibility – A student is limited to four consecutive school years of eligibility beginning with the school year he/she begins ninth grade for the first time. This does not imply that the student has four years of participation. After four consecutive school years, the student is permanently ineligible.
   9. Age Limit – A student may participate at the high school level until the day he/she reaches the age of 19 ~~years 9 months if the student has not exceeded his/her four year limit of eligibility~~on or after Septemher 1. The student

becomes permanently ineligible at the high school level on the day he/she reaches 19 years 9 months. Beginning with students entering the 9th grade in 2014-2015 and thereafter, a student who reaches the age of 19 on or after September 1, and who has not exceeded his/her four-year limit of eligibility may participate in interscholastic athletics during that school year.

10. Physical Evaluation (EL2 Form) – A student must have a physical evaluation each year and be certified as being physically fit to participate in interscholastic athletic programs. A physical evaluation shall be valid for a period not to exceed one calendar year from the date of the practitioner's signature. The student cannot be allowed to participate in any activity related to interscholastic athletic programs until the fully executed physical evaluation form is on file in the school (§. 1002.20(17)(b), Florida Statutes).
11. Consent and Release from Liability Certificate (EL3 Form) – A student must have the consent of his/her parent(s) or legal guardian(s) to participate in interscholastic athletic programs at a member school. The student and his/her parent(s) or legal guardian(s) must also release the FHSAA, its member schools and contest officials from all liability for any injury or claim that may result from the student's participation in interscholastic athletics. This consent and release from liability must be provided in writing on a form developed by the FHSAA for that purpose. The form must be signed by the student and his/her parent(s) or legal guardian(s). The student cannot be allowed to participate in any activity related to interscholastic athletic programs until the fully executed consent form is on file in the school.
12. Transfer "authorized for good cause".
13. Transfer before a Sport Season – The student transfers and begins attending the new school on or prior to the beginning date of the sport season, as established in the FHSAA calendar, meets all other eligibility requirements per the FHSAA and, (a) the transfer has been approved pursuant to district school board policies in the case of a transfer to a public school or pursuant to the private school policies in the case of a transfer to a private school; and (b) a form to be provided by the association (EL6 Form – Notice of Transfer) has been submitted to the association.
14. Full and Complete Move – The student moves to a new home address due to a full and complete move by the student and the persons with whom he/she has been living for at least one calendar year that makes it necessary for the student to attend a different school and the student meets all other eligibility requirements per the FHSAA. A student and his/her parents cannot occupy a residence at more than one address, and only the student's current residence may be used for eligibility purposes.
15. Necessary Relocation to Residence of Another Individual – The student transfers because he/she has to move into the residence of another person who lives at a residence that makes it necessary for the student to attend a different school and the student meets all other eligibility requirements per the FHSAA. This exception applies only to the following specific situations: (a) one of the persons with whom the student has been living dies; (b) one of the persons with whom the student has been living is imprisoned or committed by court order to a mental facility; or (c) the student is made a ward of the court or state and is placed in a foster home by a court of legal jurisdiction. In this case, a certified copy of the court order, a copy of the petition upon which the order was based, and other evidence the court had to consider in issuing the order must be provided to the FHSAA office. Permanent guardianship must be appointed legally by a court of competent jurisdiction.
16. Move to New Residence Following Marriage – The student marries and immediately established a new residence with his/her spouse at a residence that makes it necessary for the student to attend a different school and the student meets all other eligibility requirements per the FHSAA.
17. Reassignment by District School Board – The student is reassigned during the school year to a different school by the district school board, as long as the reassignment is not for athletic or disciplinary reasons, and the reassignment is not requested by the student or his/her parents, and the student meets all other eligibility requirements per the FHSAA. In this case, the student may participate in interscholastic athletic competition at the public school where he/she is assigned or a private school he/she chooses to attend.
18. Transfers of Schools within the First Twenty Days – The student transfers school within the first twenty (20) school days of the academic school year, meets all other requirements per the FHSAA and provided: (a) the student has not engaged in any athletic activities affiliated with either school prior to the transfer; (b) the student has not been recruited; (c) the student is not transferring in whole or in part for athletic reasons; (d) the student is not transferring because of disciplinary reasons and/or misconduct; and (e) the receiving school principal communicates and verifies with the sending school principal that the student has not engaged in any athletic activities affiliated with either school prior to the transfer, and the student is not transferring due to disciplinary reasons.

ATTENDANCE RULES

The classroom experience is of unique value and cannot be duplicated by make-up work. The purpose of this attendance policy is to foster responsibility and reliability on the part of District students to attend all classes. Students will acknowledge greater emphasis on attendance at school because credit in their classes will be contingent upon their presence.

The District School Superintendent is responsible for enforcing school attendance of all students subject to the compulsory school age in the school district and supporting enforcement of school attendance by local law enforcement agencies. The responsibility includes recommending policies and procedures to the District School Board that require public schools to respond in a timely manner to every unexcused absence, and every absence for which the reason is unknown, of students enrolled in the schools.

Parents/guardians are responsible for the attendance of their children within the compulsory school age (6-16 years) unless the child files a formal declaration of intent to terminate school enrollment with the School Board on or after age 16. The declaration must acknowledge that terminating school enrollment is likely to reduce the student's earning potential and must be signed by the student and the student's parent/guardian. Parents/guardians who refuse or fail to have a child in school commit a misdemeanor, punishable as provided by law (§1003.21, Florida Statutes). Students 18 years of age and older shall have all rights accorded to their records unless they are dependent on their parent/guardian as defined in the Internal Revenue Code. Students 18 years of age and older in K-12 educational programs are required to be in compliance with attendance and discipline policies of the SCSD.

Absences - Absence is nonattendance of a student at school or in an approved educational activity/field trip or program on days when school is in session. Absence occurs when a student is not physically present at school or not participating in an approved school activity as defined under the compulsory school law. Though school-sponsored academic field trips are not considered absences, students are required to make up missed class work upon return to school.

Excused Absences may include:

- Illness or injury of the student, as documented by a health care professional,
- Illness or injury of the student's immediate family creating insurmountable condition of absence, as documented by health care professional,
- Death of a member of the student's immediate family,
- Documented appointments with health care professionals,
- Administrative approval based upon written request/justification to principal or designee,
- Recognized religious holidays,
- Documented judicial actions-subpoena/summons, or
- Therapy prescribed and delivered by a licensed certified practitioner.

Prior approval for absences for vacation or other anticipated reasons must be granted by an administrator and the student must make arrangements for makeup of work prior to the absence. Excessive absences and academic standing may be factors in the decision to excuse or not excuse the absence.

Unexcused Absences - An unexcused absence takes place any time a student is out of school for reasons unknown or not recognized under the law. On the third unexcused absence within the previous 30 school days, a letter will be sent to the parent/guardian informing them of the compulsory school attendance law and their legal obligation to follow the law.

Excessive Absences or Truant - A student is considered truant or excessively absent when he/she has had at least five (5) unexcused absences within a calendar month or 10 unexcused absences within a 90 calendar day period. The student may be exhibiting a pattern of nonattendance (truancy), and this may be considered excessive. Students who demonstrate truancy ~~may~~ will forfeit their rights to attend Grad Bash, prom, field trips or other extracurricular activities. The student may be referred to the school's Student Support Team to determine if early patterns of truancy are developing. If it is determined that an early pattern of truancy is developing, regardless of whether the absences are excused or unexcused, a meeting with the parent/guardian shall be scheduled to identify potential remedies. If absences continue to be a concern, despite intervention attempts, the school may make a recommendation for filing a truancy petition. (§§1003.26 and 984.141, Florida Statutes)

Habitual Truant - A student is considered habitually truant when he/she has 15 unexcused absences within 90 calendar days with or without the knowledge or consent of the parent/guardian (§1003.01, Florida Statutes). Accumulated tardies and early check outs shall be considered unexcused absences. At the high school level or at a 6-12 combination school, six (6)~~seven (7)~~ unexcused tardies, missed periods, or early checkouts will equal one unexcused absence for the purpose of defining a habitual truant. At the middle school level, six unexcused tardies or early checkouts will equal one unexcused absence for the purpose of defining a habitual truant. At the elementary school level, four unexcused tardies or early checkouts will equal one unexcused absence for the purpose of defining a habitual truant. Legal actions, including possible criminal charges, will be pursued when the parent/guardian ignores school attendance requirements. The Superintendent must provide the Department of Highway and Motor Vehicles (DHMV) with the name of each habitually truant student, age 14-18. The DHMV may not issue a driver's license or learner's permit to and shall suspend any previously issued license of any student

who is habitually truant (§322.091, Florida Statutes). Families receiving public assistance for a student through the State of Florida WAGES program may have that assistance withdrawn if the student is classified as a habitual truant.

Authorized Student Sign Out - Students may not leave or be signed out from a school campus without the presence of an adult who is listed as being authorized to check the student out in the FOCUS Parent Portal~~the parent or guardian of record or an adult who is listed as an emergency contact on the Annual Student Contact Form~~. A photo ID is required from the adult listed ~~on the Annual Student Contact Form~~ who is requesting the release of the student to his/her custody. Students who drive to school at BHS and SHS **may not** be released or signed out prior to the end of the regular school day **over the phone** by a parent, guardian, or other individual without the authorization of the principal/designee in emergency situations or circumstances that warrant leaving school campus without the presence of a parent, guardian, or other authorized individual. The principal is the final authority in determining if a student has permission to leave campus in the absence of the parent.

Parent Notes - Whenever a student of compulsory school age is absent without the permission of the person in charge of the school, the parent/guardian of the student will report and explain in writing the cause of such absence or tardy to the appropriate school personnel. This note should be provided to the school within three (3) days upon the student's return to school. The principal or designee has the authority, within the guidelines of the law, to determine if an absence is excused or unexcused.

Make-Up Work - Parents and students with absences are responsible for making arrangements with the teacher to make up work and assignments missed while absent. Students with excused absences will be allowed to make up work for full credit. Students with unexcused absences will be allowed to make up work with a maximum~~minimum~~ of 70% credit. All missed work is due within a reasonable amount of time following the return to school (two days for each day absent) with the following exceptions:

- Test or exams assigned prior to absence will be taken on the day the student returns to school,
- Work assigned prior to absence will be taken on the day the student returns to school,
- Long-term assignments and projects must be turned in on the day the student returns to school,
- Students checking in or out on the day a long-term assignment is due must turn the assignment in by the end of that school day to be accepted as on time, or
- Teacher extends due date.

Failure to comply with requirements may adversely affect academic standing.

Tardies - Tardies may be recognized and calculated in instances of truancy. For truancy purposes and documentation for court action, six (6)~~7 (seven)~~ unexcused tardies to school or six (6)~~seven (7)~~ early checkouts from school will equal one unexcused absence at the high school or combination school. Six (6) unexcused tardies to school or six (6) early checkouts from school will equal one unexcused absence at the middle school. Four (4) unexcused tardies to school or four (4) early checkouts from school will equal one unexcused absence at the elementary level. This number is determined by the number of periods at the school. Tardies are disruptive to the learning environment and have a negative impact on student achievement. A student is tardy when they arrive to school or class after the beginning bell has sounded without an approved excuse. Leaving school early before the end of the school day also falls under this category. For K-8 students, the parent must accompany the student to the office when they are tardy. For secondary and 6-12 schools, the student must report to the attendance clerk.

Home School Students - Home school students with previous attendance concerns will be required to submit ongoing documentation regarding educational participation in a home school curriculum by submitting required documentation as requested to the Home School Coordinator. Failure to meet attendance requirements as demonstrated by academic progress may result in student being ordered to return to student's home base school.

BULLYING AND OTHER FORMS OF AGGRESSION

The SCSD is committed to providing a safe, positive, productive, and nurturing educational environment for all of its students. The SCSD encourages the promotion of positive interpersonal relations among all members of the school community. Aggressive behavior, bullying, harassment, and similar acts toward a student, whether by other students, staff, or third parties is strictly prohibited and will not be tolerated. This prohibition includes physical, verbal (oral or written), electronically transmitted (cyber or high-tech), and psychological abuse. The SCSD will not tolerate any gestures, comments, threats, or actions, which cause or threaten to cause bodily harm or personal degradation. This policy applies to all activities in the District, including activities on school property or while enroute to or from school sponsored activities and those occurring off school property if the student or employee is at any school-sponsored, school-approved, or school-related activity or function, such as field trips or athletic events where students are under the school's control, or where an employee is engaged in school business. Bullying, including cyberbullying, is defined as the systematical and chronical inflicting of

physical hurt or psychological distress on one or more students and may involve: teasing; social exclusion; threats; intimidation; stalking; physical violence; theft; sexual, religious, or racial harassment; public or private humiliation; and/or destruction of property [§ 1006.147, Florida Statutes] [SCSD Policy No. 5.101]

Each school principal will be fully expected and authorized to implement and monitor the SCSD's policy on bullying.

A student enrolled in a Florida public school in kindergarten through grade 12 who has been subjected to an incident of battery; harassment; hazing; bullying; kidnapping; physical attack; robbery; sexual offenses, harassment, assault, or battery; threat or intimidation; or fighting at school the opportunity to transfer to another public school with capacity or enroll in an approved private school under the Hope Scholarship. Incidents reported may be investigated at the District level, however, there does not have to be substantiation on the part of the District to offer a transfer to another public school with capacity or the ability for the student to move to an eligible private school on scholarship. School District personnel in Florida have a responsibility to notify families of the Hope Scholarship Program. For more details on the scholarship, please visit Step Up for Students at https://www.stepupforstudents.org, the Scholarship Funding Organization that administers this program.

BUS CONDUCT RULES

The bus is an extension of the school campus. Therefore, students will adhere to all conduct rules, including those addressing medication, while riding a SCSD school bus. Only a student who is regularly enrolled as a transported student and whose name appears on the bus driver's enrollment card for that bus shall be permitted to ride such a bus while it is being operated on a regular school bus route except upon the written request of the parent/guardian of a student and with the written approval of the Director of Transportation. Such approval may be granted only when the student's welfare is involved due to an emergency condition in the home. When an emergency condition exceeds five (5) days, the Superintendent's designee's approval shall be required. Approval shall not be allowed for student visitation, unless duly authorized, or for a student to obtain transportation to his/her regular place of employment. Students attending a school on a zone waiver must provide his/her own transportation.

Section 1006.10(1-7), Florida Statutes, gives school bus drivers the authority to monitor and control the behavior of students any time they are being transported to and from school or school functions at public expense.

Students being transported on a school bus must comply with the rules.

1. Students must get on/off at their regularly appointed bus stop and school where student attends unless written parent/guardian permission is provided to the school administrator early in the day to allow time for verification.
2. Students must use the handrail when entering and leaving the bus. Be careful that loose straps or drawstrings on articles of clothing or backpacks do not get caught on the handrail.
3. **Students must occupy the seat assigned by the driver and refrain from moving around while the bus is in motion. Seat belts must be correctly fastened upon taking assigned seat and worn at all times if the bus is designed with seat belts. Students who fail to use seat belts as instructed will face disciplinary consequences.**
4. Students must wait until the bus has come to a complete stop before entering or exiting the front door of the bus. Students shall form a line in order to ensure safety in getting on or off the bus.
5. Students must be at the bus stop at least 5 minutes before bus arrival but not more than 15 minutes before arrival. Students must observe proper rules of conduct while waiting for the bus. Students shall stay at least 12 feet off the road and off private property.
6. If it is necessary for a student to cross a road to board a bus, the student should wait until the bus arrives and the driver deploys the stop arm and flashing red lights. The student should make visual contact with the driver, watching for the Department of Education's (DOE) adopted crossing signal. The student must then make a right and left check for traffic and cross 12 feet in front of the bus.
7. If it is necessary for a student to cross a road after unloading from a bus, the student should stand at the side of the bus in sight and hearing of the driver. The student must make visual contact with the driver, watching for the DOE's adopted crossing signal. The student must then make a right and left check for traffic and cross 12 feet in front of the bus.
8. Students must obey the driver, monitor, and volunteers at all times and follow the standards of conduct while riding the school bus. Students must report promptly to the principal when instructed to do so by the driver. Bus infractions may result in an out-of-school suspension.
9. Students must keep all body parts and belongings inside the bus windows.
10. Students must keep from littering, throwing, or propelling objects inside the bus.
11. Students must keep from throwing or propelling items outside the bus windows. Behavior that violates this rule may be classified as a felony. The student and the parent/guardian shall be held responsible for any damages that result from such an act.

12. Students must keep from defacing or vandalizing a school bus. Restitution will be required for any damages sustained to the bus.
13. Students must follow emergency evacuation procedures when appropriate.
14. Students must observe classroom conduct rules at all times (except for ordinary conversation). Silence on the bus shall prevail while the bus is stopped for railroad crossings or for discharging students. When the bus is in motion, only talk to the driver if it is necessary and be quiet when the driver turns the dome lights on, raises a hand, etc. One of these signals will be used at railroad crossings.
15. The use of profane or objectionable language or engaging in any other objectionable conduct is prohibited. There shall be no pushing, fighting, or any other type of misconduct at any time.
16. Possession of sharp/dangerous instruments or any type of weapons on the bus is prohibited.
17. Students must not bring animals, glass containers, skateboards, food, or drinks on the bus.
18. Students must not use or have any tobacco and/or nicotine producing products (smoking, chewing, dipping, vaping) or other mood altering substances while on the hus.
19. Students must not bring bulky or inappropriate objects on school transportation. This includes, but is not limited to, musical instruments, athletic equipment, etc., that cannot be held in the student's lap. No objects may block the aisles or emergency exits.
20. Students may not use cell phones while riding school buses to and from school. Cell phones may be used upon returning from a field trip or an extracurricular activity beyond normal school hours. The teacher/coach and the bus driver will jointly give permission for students to call parents to give an estimated time of arrival.
21. Any student found to have willfully and/or intentionally urinated or defecated on any school provided transportation shall be subject to disciplinary action.

Note: SCSD buses are equipped with video/audio cameras for security purposes. Students are being recorded during their ride. These tapes may be used to determine violations of the Student Conduct and Discipline Code. Only authorized school personnel can view a bus video/audio recording when the need arises due to the protection of other students' privacy.

All bus incidents requiring potential discipline intervention will be referred to school administration for determination of appropriate consequences.

Procedures for students with disabilities are described in the subsection ESE: Suspensions and Expulsions.

BUS SUSPENSION/EXPULSION

When a student is suspended or expelled from the bus, they are not permitted to use any SCSD school bus for extracurricular activities or field trips during the suspension or expulsion timeframe. At the principal's discretion, a student with a Level I or Level II infraction may be allowed to ride the bus for extracurricular activities only for field trips that are academic in nature.

A student who uses School Board provided transportation must abide by the rules of safety and behavior necessary for the operation of the system. Bus riders must follow rules in the Student Conduct and Discipline Code. Serious or repeated infractions of these rules may cause the student to lose the privilege of riding the bus. It is the responsibility of the parent/guardian to see that the student follows the rules or to provide for the student's own transportation. Suspension from a school bus does not affect the requirements of attendance laws and regulations. Level III or Level IV offenses may result in an out-of-school suspension and/or expulsion. Level I and Level II offenses may result in expulsion from school. By statute, criminal penalties may be imposed. See Mandatory Consequences for Bus Violations [§§1001.42, 1003.26, 1006.10, and 1006.21, Florida Statutes].

Parents/guardians are responsible for their children at the bus stop. However, school officials may address misconduct by students at a bus stop. Bus drivers may issue bus referrals based on behavior they observe at bus stops and administrators may investigate and discipline accordingly [§§1006.07(2)(h), 1006.09(1)(b), and 1006.10, Florida Statutes].

CELL PHONES AND/OR ANY ELECTRONIC COMMUNICATIONS DEVICES

Cell phones that are heard or are in use on school grounds during school hours without the consent of school personnel or on school transportation will be confiscated. At the secondary level, cell phones are allowed to be on and in operational mode before the school day begins, during the assigned lunch period, and after the ending school bell for dismissal. ~~Students may only use a single earbud during authorized use.~~ All other cell phone use shall be at the direction and permission of school personnel or with the permission of the bus driver. Only electronic communications approved by school officials for a school assignment will be permitted. Any other electronic communications will be considered a violation and will be prohibited. Electronic communications include, but are not limited to, video/audio records, photographs, and/or text messages. The school will not be held responsible for lost or stolen cell phones and/or any electronic devices. No student may have in his or her possession any wireless communication device or any other item that records, stores, or transmits data during any

standardized testing (FSA, EOC, etc.). This policy applies to grades PreK-12 as does everything in the Student Conduct and Discipline Code. Violation of this provision may result in the loss of the student's privilege to possess a cell phone on campus in addition to any other prescribed disciplinary intervention. If a cell phone/electronic device is visible, being handled, or otherwise used in any manner during a test or exam, it will be considered cheating and the student may receive a zero for that test or exam.

Note: Use of a wireless communications device includes the possibility of the imposition of disciplinary action by the school or criminal penalties if the device is used in a criminal act [§1006.07(2)(e), Florida Statutes].

Note: Students may only use a single earbud during authorized use of any electronic device.

DRESS CODE

Students have a responsibility to be dressed and groomed in a manner that is consistent with the Student Conduct and Discipline Code. The principal shall determine when a student's personal hygiene, appearance, or dress is such that it disrupts or interferes with the educational process or endangers the health and safety of the student or others. Students who attend the RIVEROAK Technical College shall dress in a manner appropriate for the job in which they are receiving training, including any special protective gear and professional uniforms [§1001.43(1)(b), Florida Statutes].

1. Footwear must be worn at all times.
   a. At the elementary school level, flip flops, bedroom slippers or the appearance of bedroom slippers, and shoes with wheels are not acceptable.
   b. At the middle and high school levels, bedroom slippers or the appearance of bedroom slippers, cleated shoes, and shoes with wheels are not acceptable.
2. Jewelry worn in pierced body parts shall be of a nature tbat is not distracting to others.
3. All middle and high school students shall be required to wear appropriate dress for physical education as prescribed by the school.
4. The following items have potential to cause disruption or threat to a safe and positive school environment and are not allowed:
   a. Decorations, symbols, mottos, or designs imprinted or attached to the body or clothing which is offensive to good taste or the maintenance of good decorum. Examples include, but are not limited to, wearing advertisements of commodities, such as alcoholic beverages, drugs, tobacco, and symbols or writings that have sexual or racial connotation, gang references, or profane language.
   b. Revealing clothing or clothing that exposes the torso. Examples include, but are not limited to: see-through garments; bare midriff clothing that allows any area of tbe midriff (front and back) to be exposed when sitting, standing, or raising the arm; backless attire; sleepwear or having the appearance of sleepwear; skin-tight clothing; shirts/blouses that do not extend to or over the cap of the shoulder from the base of the neck.
   c. Clothing that is not worn appropriately, is not properly fastened, or has holes. Clothes shall be worn as they are designed; for example, suspenders over the shoulders, pants secured at the waist, belt-buckled, no underwear as outerwear, no underwear exposed, no oversized or baggy pants.
   d. Skirts, dresses, shorts including bike shorts, and skorts that are shorter than four inches above the top of the knee cap are not acceptable. Tbese items worn with leggings or tights are not acceptable.
   e. Caps, hats, headgear, visors, bandanas, or sunglasses while in the building and/or other areas designated by the principal. No hoodies with hoods worn over the head are allowed at any time.
   f. Chains, other than necklaces considered to be jewelry. Examples include, but are not limited to, heavy chains generally used for utility purposes, animal choke collars, and so-called hip-hop chains.
   g. Jewelry that contains any type of sharp object and mood bracelets.

Note: The principal or designee has the final authority for determining whether or not a student's apparel conforms to the dress code. The principal or designee may prohibit the use of clothing or items that cause disruption during school, on school transportation, or during school sponsored events. When it is determined that the apparel is inappropriate, the parent/guardian will be asked to bring clothing to the school which conforms to the Student Conduct and Discipline Code. Repeated violations of dress code guidelines will be considered insubordination and will be subject to disciplinary interventions.

Per Florida Statute 1006.07, clothing that exposes underwear or body parts in an indecent or vulgar manner or that disrupts the orderly learning environment shall, on first offense, receive a verbal warning and the principal shall call the student's parent/guardian. For a second offense, the student is ineligible to participate in any extracurricular activity for a period not to exceed five days and the school principal must meet with the student's parent/guardian. For a third or subsequent offense, a student must receive an in-school suspension for a period not to exceed three days and the student is ineligible to participate

in any extracurricular activities for a period not to exceed 30 days, and the school principal must call the student's parent/guardian and write a letter regarding the student's suspension and ineligibility to participate in extracurricular activities.

GANGS AND GANG-RELATED ACTIVITY

The SCSD will not tolerate any gang related activity on school grounds, school sponsored events, and/or on school transportation, to include dress, tattoos, bandanas (to be used as gang identifiers), graffiti, hand signals, or verbal slang. Gang-related activity may include, but is not limited to, engaging in any verbal, written, or physical act, which is associated with becoming a member of a gang, being a member of a gang, or participating in gang-identified rituals or behaviors on a school campus or at a school-sponsored program or activity. Violations that disrupt the educational process will lead to disciplinary action. If a student is identified or qualifies as a gang member, the student may be subject to expulsion. If a student qualifies as a gang member, subsequent violations of the Student Conduct and Discipline Code may be raised to the next level (i.e., Level IV to Level III, Level III to Level II, Level II to Level I).

It is therefore the policy of the SCSD that gangs and gang activities are prohibited in Suwannee County Schools.

1. A gang is defined as any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of criminal/violent acts and having a common name or common identifying signs, colors or symbols, or the purposeful violation of any SCSD policy.
2. No student on or about school property or at any school activity shall:
   a. Wear, possess, use, distribute, display, or sell any clothing, jewelry, emblem, badge, symbol, sign, or other item that evidences or reflects membership in or affiliation with any gang.
   b. Communicate either verbally or non-verbally (gestures, handshakes, slogans, drawings, etc.) to convey membership affiliation in any gang or that promotes gang affiliation.
   c. Engage in any act that encourages or promotes interest in any gang or gang activity, including, but not limited to:
      (1) Soliciting membership in, or affiliation with, any gang,
      (2) Soliciting any person to pay for protection or threatening any person, explicitly or implicitly, with violence or with any other illegal or prohibited act,
      (3) Painting, writing, or otherwise inscribing gang-related graffiti, messages, symbols, or signs, on school or personal property,
      (4) Engaging in violence, extortion, or any other illegal act or other violation of school board policy,
      (5) Soliciting any person to engage in physical violence against any other person,
      (6) Engaging in the use of technology that encourages or promotes interest in any gang or gang activity.

The SCSD is working in conjunction with the Suwannee County Sheriff's Office, Department of Juvenile Justice, and the local police department to deter gang activity on school campuses. Any student exhibiting gang activity/characteristics as described in this section may be photographed and information will be shared with local law enforcement. A student identified as a gang member by the School Resource Officer/Deputy will be photographed and entered into the Florida Department of Law Enforcement's Gang Net (§§874.03 and 874.05, Florida Statutes).

HARASSMENT

The purpose of this policy is to inform and educate students of their responsibilities, rights, and complaint/grievance procedures with regards to harassment. The term harassment includes verbal or physical conduct that denigrates or shows hostility or aversion toward an individual. Harassment includes, but is not limited to, racial slurs, jokes, epithets, negative stereotyping, threats, intimidation, hostile acts, denigrating or hostile written or graphic material in student's possession or constructive possession (i.e., book bag, locker, etc.), worn, posted, circulated in the workplace or schools. The term also includes sexual harassment, which is defined as unwelcome sexual advances, requests for sexual favors, and other inappropriate verbal, non-verbal, or physical conduct of a sexual nature when such conduct has the purpose or effect of unreasonably interfering with a student's educational performance. This includes dating violence as per §784.046(1)(d), Florida Statute and SCSD policy.

VIOLENT OR DISRUPTIVE BEHAVIOR

The SCSD is committed to providing an environment supported by educators for improving school safety and increasing access to mental health supports for children and youth. The District will not tolerate violent and disruptive behavior which interferes with the orderly environment and the academic process of the school. Violations may lead to the removal of a student to an ~~Opportunity School~~ Alternative Placement or referral to mental health services. A committee will be established to consider the consequences of such behavior. The purpose of the committee is to review all relevant data for making a determination of placement and services. ~~Appropriate Opportunity School staff, school level staff, and the~~

~~parent/guardian will be included in the committee.~~ The parent/guardian will be notified ~~in writing~~ but does not have to be present for placement decisions.

Any student who is determined to have brought a firearm or weapon must be referred to mental health services identified by the District. Any student who is determined to have made a threat or false report must be referred to mental health services identified by the District for evaluation or treatment, when appropriate.

REPORTING SUSPICIOUS BEHAVIOR

FortifyFL is a suspicious activity reporting tool that allows the public to instantly relay information to appropriate law enforcement agencies and school officials and may be found and utilized as a reporting tool on the District website and all District issued devices.

HEALTH SERVICES PROVIDED

School health staff provides health counseling, health education, health screening, referral, and follow up services for suspected or confirmed health problems. They also provide consultation with students' parents/guardians regarding the need for health evaluation by the family physician, dentist, or other specialist when definitive diagnosis or treatment is indicated. School health staff reviews and maintains records on incidents of health problems, corrective measures taken, and other information that may be needed to plan and evaluate health programs and policies. The school nurse provides health information, when necessary, regarding the placement of students in exceptional student programs and the reevaluation at periodic intervals of students placed in such programs.

ANNUAL EMERGENCY INFORMATION AND HEALTH UPDATE

It is very important that the annual request for updated information is completed in the FOCUS Parent Portal no later than~~Annual Emergency Information and Health Update form is completed and returned to the child's school~~ the first week of school. Please provide schools with emergency contacts and inform administration of any health problems your child may have which can affect them in the school setting.

Current accurate health and telephone information enables the school to contact you in case of emergency, accident, or illness, and will help us to ensure the health and well-being of your child. If any information changes during the school year, please contact the school immediately. **It is the parent/guardian's responsibility to keep his/her child's health and contact information (telephone numbers, address, etc.) updated.** In case of a serious accident or illness at school, your child will be transported by ambulance to an emergency medical facility. The parent/guardian is responsible for all expenses.

MEETING EMERGENCY HEALTH NEEDS

Onsite emergency health needs are provided at each school by school health staff employed by SCSD, the Suwannee County Health Department, and/or other trained SCSD staff who are currently certified by a nationally recognized certifying agency to provide first aid and CPR. Onsite emergency health needs means management and aid for illness or injury pending the student's return to the classroom or release to a parent/guardian, designated friend, or designated health care provider.

Please list on the Annual Emergency Information and Health Update form friends and/or relatives who may serve as emergency contacts for your child when you cannot be reached. Please list your best contact information such as a cell phone number, if applicable.

SCHOOL ENTRY HEALTH EXAMINATION

Students in grades Pre-K through 12th who are making their initial entry into a Florida school must present a record of a school entry health~~physical~~ examination completed within one year before enrollment~~the past 12 months~~. The school entry health exam, completed and signed by a health care provider licensed to perform physical exams in the United States, should be taken to the child's school upon enrollment. Although a specific form is not required, it is recommended that Florida's standardized School Entry Health Exam form (DH3040-CHP—07/2013) be used to document completion of a physical examination. A form signed by a health care provider licensed to perform physical exams in the United States that indicates the results of the components included in School Entry Health Exam form (DH3040-CHP-07/2013) is also acceptable.~~The exam record shall be completed on a DH3040 form.~~

~~The exam record should be taken to the child's school upon enrollment. It must be completed by a health care provider licensed to perform physical examinations.~~

For students transferring to a Florida school, a comparable form from another state would also be acceptable, if performed by a health care provider licensed to perform physical exams, and completed within one year before enrollment. [§1003.22(1), Florida Statutes; Rule: Chapter 6A-6.024, FAC].

FLORIDA IMMUNIZATION REQUIREMENTS FOR SCHOOL ENTRY –2022-20232021-2022 SCHOOL YEAR
Section 1003.22 (10) Florida Statutes, requires each district school board and the governing authority of each private school to refuse admittance or temporarily exclude from attendance any student who is not in compliance with the immunization requirements for school attendance.

~~Pre-Kindergarten~~
- ~~4 doses of Diphtheria, Tetanus, Pertussis (DTP/DTaP) ***,~~
- ~~3 doses of Polio (IPV) ***,~~
- ~~4 doses of Haemophilus influenza type b (Hib) ***,~~
  - ~~Haemophilus influenza type b (Hib) vaccination is required for public/private preschool, childcare, and family daycare home attendees from two months through 59 months of age. The number of doses of Hib may vary according to age that series was started or vaccine used. If child was over 15 months when first vaccine was given, one dose will be given.~~
- ~~1 dose of Measles-Mumps-Rubella (MMR),~~
- ~~3 doses of Hepatitis B (Hep B),~~
- ~~1 dose of Varicella (chicken pox).~~

~~***Pre-K students must have started the series and have a current immunization certificate.~~

2022-20232021-2022 School Entry Requirements
Before entering or attending school in-person or virtually (kindergarten through 12th grade), each child must provide a Florida Certification of Immunization (DH 680 form), documenting the following vaccinations:

Public/Non-Public Schools Kindergarten through 12th Grade:
- 4 or 5 doses of Diphtheria-Tetanus-Pertussis (DTaP) vaccine*
- 3 doses of Hepatitis B (Hep B) vaccine
- 3, 4, or 5 doses of Polio (IPV) vaccine**
- 2 doses of Measles-Mumps-Rubella (MMR) vaccine
- 2 doses of Varicella vaccine***

*The fifth dose of DTaP vaccine is not necessary if the fourth dose was administered at age four years or older.
**If four or more doses are administered before age four years, an additional dose should be administered at age four through six years and at least six months after the previous dose. A fourth dose is not necessary if the third dose was administered at age four years or older and at least six months after the previous dose.
***Varicella vaccine is not required if varicella disease is documented by the health care provider.

Seventh Grade Requirements
In addition to kindergarten through 12th grade vaccines, students entering or attending seventh grade need the following:
- 1 dose of Tetnus-Diphtheria-Pertussis (Tdap) vaccine in grades seven through twelve
- An updated DH 680 form to include Tdap, must be obtained for submission to the school

EXEMPTIONS
There are only two types of exemptions: medical and religious. Your child's doctor (MD or DO) must fill out the DH-680 form (Part C) indicating a valid reason for medical exemption. Only the Health Department can grant a religious exemption.

MENINGOCOCCAL VACCINES
Meningococcal vaccines are not required for school entry or attendance but are recommended for all children at their routine preadolescent visit (11-12 years of age). For those who have never previously received Meningococcal vaccines, a dose is recommended at high school entry.

HUMAN PAPILLOMA VIRUS VACCINES (HPV/GENITAL HERPES)
Human Papilloma Virus vaccines are not required for school entry or attendance but are recommended for girls at their routine preadolescent visit (11-12 years of age). Males that are 9-26 years of age may receive HPV vaccine.

MEDICATION ADMINISTRATION
Administration of medications during school hours is discouraged unless a physician determines that a student's health needs require them to be given while at school. Medication must be transported to and from school by the parent/guardian or a

responsible adult designated by the parent/guardian. SCSD has a "Zero Tolerance" drug policy. Don't put your child at risk of disciplinary action! As the parent/guardian, you can avoid potential problems for your child. Don't send any medications to school with your child. Remember, even over the counter medications, such as Tylenol and Advil, are considered drugs. Instructions on using medication shall be provided in writing by the Florida licensed prescribing healthcare practitioner or as described on the medication container provided by the pharmacist and/or the Florida licensed prescribing healthcare practitioner. All medications shall be delivered to the school office or health clinic with the Authorization for Medication Administration Form completed and signed by the student's parent/guardian and the Florida licensed prescribing healthcare practitioner. This form is available online on the Student Services webpage at www.suwannee.k12.fl.us. A separate Authorization for Medication Administration Form must be completed for each medication that must be given during school hours or school-sponsored activities. First dosage of any new medication shall not be administered during school hours because of the possibility of an allergic or adverse reaction.

1. Only medication in its original container from the store or pharmacy will be accepted.
2. All medications being received at school must be counted with the parent/adult delivering the medication and a school health staff and/or a school employee who is receiving the medication. Verification of the count shall be made, in writing, on the medication administration log notes by the person delivering the medication and the person receiving the medication.
3. Medication should be given as close to the prescribed time as possible. It is acceptable medical practice to give the dose one hour before or after specified time on a routine basis.
4. Narcotic analgesics will not be administered at school. Narcotics are known to cause decreased coordination and decreased levels of consciousness, thus presenting both impaired learning and safety issues for the student.
5. No medications, prescription or non-prescription, with an expired prescription date or that is past the manufacturer's expiration date will be administered at school or during school sponsored activities.
6. The medication in the bottle must match the label, match the student's name, match the authorization form, and have a current prescription label on the bottle (if it is a prescribed medication). The date on the label must be within the past 30 days for controlled substances and antibiotics and within the past 12 months for other prescribed medications.
7. Prescription labels shall not be altered with handwriting by a parent, school staff, or school health staff.
8. A new prescription bottle with correct labeling is required for any dosage and/or time changes.
9. The school cannot alter dosages without a new Authorization for Medication Administration Form completed by the parent/guardian and the Florida prescribing healthcare practitioner.
10. Unused medication should be retrieved from the school/office within one week after medication is discontinued or by the end of the last student school day of the current school year. Otherwise, the school will dispose of the medication.

AUTHORIZATION FOR STUDENTS TO CARRY A PRESCRIPTION, INHALER, EPIPEN, INSULIN, PANCREATIC ENZYME SUPPLEMENT OR OTHER APPROVED EMERGENCY MEDICATION

If a student has asthma or other health-related conditions that require self-administration of medicine or emergency type(s) of medication or a student needs to carry medication and self-administer on his/her person, you must complete an Authorization for Students to Carry a Prescription, Inhaler, EpiPen, Insulin, Pancreatic Enzyme Supplement or Other Approved Medication Form. You may obtain a form from your child's school or online at http://www.suwannee.k12.fl.us/medication-administration. This form requires signatures of a Florida licensed healthcare practitioner, the parent/guardian, and the student.

1. The school nurse, who is a registered nurse, upon performing a nursing assessment of the student, shall determine whether or not this student is ready to responsibly self-carry and self-administer medication at school or during school-sponsored activities without endangering the health and safety of themselves, school staff, and/or fellow students. If the school nurse determines that a student is not responsibly self-carry and self-administer medication at school or during school-sponsored activities, the medication will be administered by school health staff and/or trained school staff.
2. Parents are strongly encouraged to keep a "back up" supply of any emergency medications, such as an inhaler, EpiPen, diabetes medication, etc., in the school clinic. For further instructions, please call or visit your child's school nurse.
3. Emergency Injectable Medications, such as EpiPens, Glucagon, etc., must be accessible immediately in case of an emergency. Only these medications with the exception of inhalers will leave the building in the event of an emergency.
4. Emergency Injectable Medications, such as EpiPens, Glucagon, etc., should be kept in the clinic. It is not recommended to keep emergency medications in the classroom unless the student has been checked off to self-carry in the event of an emergency.
5. Emergency Injectable Medications, such as EpiPens, Glucagon, etc., may be kept in a secure but unlocked location in the clinic. If stored in this way, there should be a sign on the outside of the medication cabinet indicating where the emergency medications are located.

Under NO circumstances should students show, share, dispense, or deliver prescription or non-prescription medication(s) to/with another student!

SCSD's definition of substance abuse: The use of any drug when such use is unlawful, and the use of any drug when such use is detrimental to the user or to others but is not unlawful.

STUDENT USE OF SUNSCREEN

Students may possess and use non-aerosol topical sunscreen without a physician's note or prescription if the sunscreen is regulated for over-the-counter use to limit ultraviolet light-induced skin damage.

HEALTH SCREENINGS

The Suwannee County Health Department and the SCSD provide health screenings to students in Suwannee County Schools. Florida Statute 402.32 of the School Health Services Act requires these screenings. These screenings are designed to detect health problems that could affect student's learning and/or growth. The screenings conducted are those outlined in our current School Health Plan. The screenings for our county include:

- Vision – Kindergarten, first, third, and sixth grade students and students entering school for the first time,
- Hearing – Kindergarten, first, and sixth grade students and students entering school for the first time,
- Growth and Development (height and weight) with BMI calculation – first, third, and sixth grade students, and
- Scoliosis – Sixth grade students.

These screenings will not harm your child in any way. Mass screenings as listed above will take place within the first semester. If your child does not pass any part of the screening exam(s), you will be notified in writing. Results of your child's health screenings will remain confidential and shared only with school personnel with a need to know.

Note: Vision and hearing screening should be done for teacher/parent referral of a suspected problem and for students being evaluated for Special Education Placement, new to District.

EXCLUDING STUDENTS FROM SERVICES

Parents who do not desire their child to participate in health screenings or health education are requested to send a written letter of exclusion to the school nurse no later than two (2) weeks after the date of enrollment of current school year.

HEALTH INSTRUCTION

Health instruction will be provided by properly trained personnel as mandated by the Florida House Bill 1739, which requires that public school curriculum include instruction on human growth and development, AIDS, and pregnancy prevention, and to reduce destructive behavior in children. This legislation established abstinence from sexual activity outside marriage as the expected standard for all school age children and states that human growth and development education will stress this standard. Parents/guardians may review the content of the curriculum by calling the school for an appointment.

PARKING/VEHICLE RULES

The parking of a student's vehicle on campus is a privilege that is granted by the SCSD that may be conditioned upon the purchase of a parking decal at the school of attendance. Students who repeatedly violate campus-parking rules may have their parking decal revoked and/or are subject to disciplinary interventions. Students must follow the school policies on driving and parking. Violation of the Student Conduct and Discipline Code policies or the school parking/driving policies may result in loss of privileges, suspension, or expulsion from school [§1001.43(1)(f), Florida Statutes)].

Note: Privileges and Responsibilities – Parents are encouraged to review Florida law pertaining to the operation of motor vehicles by their children. High school students with operator's licenses may not be legally allowed to drive their vehicle home after a late ballgame. It is the student and parent's responsibility to know the law.

1. A student will not be permitted to drive any vehicle to school until filing with the principal the written consent of the student's parent/guardian and a written agreement to comply with all rules of the SCSD and local school officials. Students parking vehicles on campus without authorization are subject to disciplinary interventions.
2. A student leaving home for school shall proceed directly to the school campus. After arriving at school, a student shall remain on school grounds unless given permission to leave the grounds as provided in these rules. At the close of the school day, the student shall leave the school grounds promptly unless under the supervision of a faculty member.
3. The student shall park a car driven to school in the area designated for student parking.
4. Each student who parks a vehicle on a school campus is presumed to know what is contained in the vehicle and will be held accountable for any weapons, drugs, contraband, etc., which may be found in the vehicle.

5. No student shall loiter in or around the parking area or areas.
6. Students shall not occupy cars during class hours, between classes, or before or after school except as they arrive and leave for the school day and travel to and from approved programs at other locations.
7. A student who receives a citation for a traffic violation while traveling to or from school or who is known to be operating a vehicle in such a manner as to endanger the student's own safety or that of others may at the principal's discretion lose the privilege of driving a vehicle to school. Any student violating such directives shall be subject to suspension or expulsion from school.
8. Students must follow all Florida DHMV traffic laws and regulations while on school property or be subject to citations.
9. Habitual truants will have their driver's license withheld/suspended by the DHMV.
10. Student parking is provided only at the high school facilities, therefore, no middle or elementary school students are permitted to drive themselves to school.

TECHNOLOGY – STUDENT ACCEPTABLE TELECOMMUNICATIONS/ELECTRONIC COMMUNICATIONS USE POLICY AND AGREEMENT

The Suwannee County School District (SCSD) provides computers and network capabilities to students for the purpose of enhancing instruction through technological resources. K-5 classrooms are equipped with a class set of Chromebook devices for student use on campus. Students in grades 6-12 are issued a Chromebook device to use both on campus and at home, similar to the issuance of a textbook. If the device is damaged due to misuse, the parent/student will be responsible for the cost or repair not to exceed $250~~200~~ for a device damaged beyond repair.

The Suwannee County Schools Network is an electronic network which serves public education in accessing the Internet. The Internet is an "information highway" connecting thousands of computers and millions of individual people all over the world. Students, teachers, and support staff of SCSD with network accounts have access to electronic mail (E-Mail) with the ability to communicate with people all over the world. Information, news, and data can also be received from a variety of world-wide sources.

With access to computers and people all over the world comes the availability of some material that may not be considered to be of educational value within the context of the school setting. Efforts have been made to direct participation to education-related materials only. However, on a global network, it is impossible to control all materials. The Suwannee County School Board has established Acceptable Use Guidelines for all users of technology and the Internet in the school system. If any user violates any of these guidelines, his/her access to the network may be terminated and appropriate disciplinary and/or legal action will be taken.

A student's activities while using District devices and/or network resources must be in support of education and research and be consistent with the educational objectives of the SCSD. Students are responsible for good behavior on school computer networks just as they are in a classroom or school hallway. Devices and network storage areas will be treated like school lockers. School and IT authorities have the right to review and monitor all District devices and/or information stored on the network.

Students may not use a personally owned Chromebook or network alternative for educational purposes on campus. The use of personal USB Flash Drives is authorized to students for educational purposes permitting that such use complies with all policies set by SCSD. Using other personal electronic resources, including, but not limited to, digital cameras, tablets, cell phones, digital recorders, MP3 players, and iPods are prohibited unless student has permission from the classroom teacher where the electronic resource will be used. SCSD does not insure personal property of students, staff, teachers, or the public brought on school property. Property of this nature that is stolen, damaged, or lost is the sole responsibility of the owner. The SCSD assumes no responsibility for costs associated with loss or damage to devices not owned by SCSD while on the network. SCSD assumes no responsibility for the technical support or functionality of personal technology brought on school property.

All users must read and be familiar with the IT Policies and Procedures manual. The most recent version is located on the district website at https://www.suwannee.k12.fl.us/information-technology. Examples of prohibited activities according to the manual are as follows:

UNACCEPTABLE USE AND PROHIBITED ACTIVITIES

1. Revealing your account password to others or allowing use of your account by others is prohibited. This includes family and other household members when work is being done at home.
2. Attempting to, accessing, or sharing the account credentials of others or penetrating, attempting to penetrate security measures of the SCSD or another entity's computer software or hardware, electronic communications system, or telecommunications/electronic communications system is prohibited.

3. Using the services for any activity which adversely affects the ability of other people or systems to use SCSD's network or the internet is prohibited. This includes denial of service attacks against another network host or individual user.
4. Interference with or disruption of other network users, network services, or network equipment is prohibited.
5. Students must not leave devices unattended while logged on.
6. Students must not read, create, send and/or receive email unless using a District-provided email account.
7. Students must not access, download, store, send, or display text, images, movies, or sounds that contain pornography, obscenity, or language that offends or degrades others.
8. Students must not use social network sites including, but not limited to, twitter.com, facebook.com, chat rooms, etc.
9. Students must not use video streaming not related to educational purposes or curriculum set by the school or District.
10. Students must not download music or videos not authorized by the school or District.
11. Students must not install services or electronic file sharing mechanisms.
12. Students must not access, modify, harm, or destroy another user's data.
13. Students must not attempt to send or send anonymous messages of any kind or pretend to be someone else while sending a message.
14. Students must not engage in cyber bullying on or off campus (i.e., threatening, harassing, embarrassing, terrifying, insulting, stalking, or attacking others which includes, but is not limited to, online threats and insults intended to embarrass, harass, or terrify others via electronic resources).
15. Students must not post personal information about self or others, sharing confidential information about students or employees.
16. Students must not agree to meet with anyone met online.
17. Students must not intentionally waste limited resources.
18. Students must not bypass the filtering by use of anonymous proxies or unauthorized proxies and services.
19. Students must not download and/or install games, software, tools, or any executable file.
20. Students must not connect to any unauthorized wireless access point or internet service provider.
21. Other uses that the Superintendent/designee may find unacceptable are prohibited.

STUDENT TECHNOLOGY AND DEVICE GUIDELINES

1. Student access to created documents and data will be unavailable following withdrawal from SCSD. Students are encouraged to download a copy of created documents and data to a USB flash drive prior to withdrawal for personal retention purposes.
2. The SCSD expects students to properly maintain electronic devices supplied by SCSD IT Department. Students must notify a school administrator or teacher of device or network malfunctions immediately.
3. All SCSD devices must be made available for immediate inspection by SCSD staff with or without prior notification.
4. Scheduled device checks will occur throughout the year; all devices must be brought to school every day.
5. Students and/or parents must notify a school administrator or teacher of device damage immediately.
6. The SCSD expects devices to be maintained in good working order by the student. If misuse is evident, the full price of repair or replacement of the device becomes the responsibility of the parent.
7. It is strongly suggested that protective equipment (covers, bags, etc.) are used to ensure an additional layer of protection from damage to the device.
8. Students may not use the device for purposes in contrast to the SCSD Acceptable Use Policy.
9. If a student violates the Acceptable Use Policy, the SCSD device must be immediately returned in good working order.
10. If a device is damaged, the student is responsible for the cost or repair in accordance to the following:
    a. Screen Replacement: $50
    b. Keyboard Assembly or Replacement: $75
    c. Charger: $40
    d. Battery: $40
    e. Full replacement: $250

If a student violates any of these guidelines, his/her access to the network or SCSD devices may be terminated and appropriate disciplinary and/or legal action will be taken.

SECTION IV: DISCIPLINARY INTERVENTIONS

The SCSD philosophy of student behavior is one that employs a structured, systematic approach designed to support learning. Classroom management, student motivation, and positive reinforcement generate an atmosphere where student rules are viewed as guidelines for academic success.

The SCSD will provide safe, comfortable classrooms and campus environment and maximize opportunities for student learning which are the most important factors in governing student behavior. All students' interests, strengths, and cultural backgrounds are welcomed and valued.

The SCSD believes that all students have the right to a safe and effective learning environment and that teachers have the right to a safe and effective teaching environment. Discipline issues are minimized when students are engaged in meaningful and interesting activities. Students do best with positive reinforcement techniques. Students need to have structure and limits.

The SCSD believes that discipline and classroom management exist as additional learning experiences for students. Discipline should come from a desire to teach students to self-assess and self-regulate their behavior. A well-disciplined student understands what is socially and personally healthy and productive, and can correct his or her own behavior when straying from that ideal. This kind of student can resolve conflicts in a healthy way and knows what behavior is productive within social communities. Likewise, classroom management exists to guide students toward positive behaviors. It not only maximizes the time spent learning in the classroom, but it also serves to eliminate many situations in which students are tempted to exhibit negative behaviors. Effective classroom management helps ensure student success.

The SCSD believes that as professional educators, the SCSD is charged with providing a safe, structured, and orderly environment for all students, staff, and school visitors. Further, the SCSD believes that expecting, teaching, and upholding high behavioral standards are key components in preparing students to be successful and productive citizens in the greater society. In order to fulfill these responsibilities and achieve these goals, as a District, all SCSD schools will:

1. Follow the Student Code of Conduct and School Board Policies,
2. Provide training for staff and parents in effective behavior practices,
3. Promote positive behavioral supports,
4. Administer disciplinary measures with fairness and consistency, and
5. Engage parents as partners in identifying and maintaining student behavior as an educational priority for all SCSD students.

Below are definitions associated with disciplinary interventions. Some definitions have been created by the state, and disciplinary interventions pertaining to these definitions require reporting to the state through School Environmental Safety Incident Reporting (SESIR). All SESIR definitions apply to actions that occur while on school campus, on school-provided transportation, at a school or School Board sponsored function, or while at other School Board facilities.

Abusive, Profane, Obscene, Discriminatory Language/Material - The use of oral or written language, electronic messages, pictures, objects, gestures, or any other physical act (engaging in unwelcome or inappropriate touching) that is considered to be offensive, socially unacceptable, or not suitable for an educational setting; the deliberate use of inappropriate language (profanity) with the intent for others to hear, the use of obscenity toward a school staff member, or the use of obscene gestures.

Aggravated Battery (SESIR) (Level I) – A battery where the attacker intentionally or knowingly causes great bodily harm, permanent disability, or permanent disfigurement; uses a deadly weapon; or, where the attacker knew or should have known the victim was pregnant.

Alcohol Possession/Use/Sale (SESIR) (Level IV) - Possession, sale, purchase, or use of alcoholic beverages. Use means the person is caught in the act of using, admits to use, or is discovered to have used in the course of an investigation.

Arson (SESIR (Level I) – To intentionally damage or cause to be damaged, by fire or explosion, any dwelling, structure, or conveyance, whether occupied or not, or any contents. Fires that are not intentional, that are caused by accident, or do not cause damage are not required to be reported in SESIR.

Bullying (SESIR) (Level IV) - Systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees that is severe or pervasive enough to create an intimidating, hostile, or offensive environment; or unreasonably interfere with the individual's school performance or participation. Bullying includes instances of cyberbullying.

SCSD definition includes but is not limited to, unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting or dehumanizing acts, by an adult or student, that are severe or pervasive enough to create an intimidating, hostile, or offensive educational environment, to cause discomfort or humiliation, or unreasonably interfere with the individual's school performance or participation.

Burglary (SESIR (Level II) – Unlawful entry into or remaining in a dwelling, structure, or conveyance with the intent to commit a crime therein.

Bus Conduct – See bus conduct rules on page 11 and 12.

Cell Phone/Electronic Device Violation - Disruptive and inappropriate exposure/use of cell phones, text messaging, web access, portable music devices, digital cameras, and like communication devices during the instructional day.

Cheating/Plagiarism - Cheating on any assignment, test/quiz, or online classwork. The possession of, deliberate distribution of, or use of inappropriate information, including, but not limited to: computer files or folders, passwords, electronic devices, or oral or written notes, materials, or work of another person in the completion of an academic exam, test, or assignment.

Contraband – Possessing, using, selling, storing, distributing, constructing, or detonating any combustible substance or items which are prohibited at school, including, but not limited to: ammunition clips, bullets or cartridges, flammable liquids, combustible materials, poisonous substances, matches, lighters, firecrackers, bottle rockets, smoke bombs, or other similar devices. This also includes possession of a tool, instrument, appliance, or utensil, laser pointer, or light pen, which may/may not be intended to cause harm to another.

Defiance/Insubordination - Not submitting to authority, disobedience, failure to follow reasonable request by School Board employee, not telling the truth when requested by School Board employee.

Defiance of Authority and School Rules - The flagrant or hostile challenge of the authority of a school staff member, bus driver, or any other adult in authority.

Destruction of School Property (Minor) - To deliberately destroy or deface school property with a value of less than $300.

Destruction of School Property (Major) - To deliberately destroy or deface school property with a value of more than $300 but less than $1,000.

Disorderly Conduct (Minor) - Any act that substantially disrupts the orderly conduct of a school function or substantially disrupts the orderly learning environment.

Disruption on Campus (Major) (SESIR) (Level III) - Disruptive behavior that poses a serious threat to the learning environment, health, safety, or welfare of others. Examples of major disruptions include bomb threats, inciting a riot, or initiating a false fire alarm.

Dress Code Violation - Failure to comply with the established dress code policy.

Drug Sales or Distribution (SESIR) (Level II) - The manufacture, cultivation, sale, or distribution of any drug, narcotic, controlled substance, or substance represented to be a drug, narcotic, or controlled substance.

Drug Use or Possession (SESIR) (Level III) - The use or possession of any drug, narcotic, controlled substance, or any substance when used for chemical intoxication. Use means the person is caught in the act of using, admits to use, or is discovered to have used in the course of an investigation.

False Information –A recommendation of expulsion or assignment to a second chance school may also be made for any student found to have intentionally made false accusations that jeopardize the professional reputation, employment, or professional certification of a teacher or other member of the school staff, according to the District Student Conduct and Discipline Code. Any recommendation of expulsion shall include a detailed report by the principal or the principal's designated representative on the alternative measures taken prior to the recommendation of expulsion. F.S. 1006.9 Section C

Fighting (SESIR) (Level III) – When two or more persons mutually participate in use of force or physical violence that requires either physical intervention or results in injury requiring first aid or medical attention. Lower-level fights, including pushing, shoving, or altercations that stop on verbal command are not required to be reported in SESIR.

Forgery (Minor) - To fraudulently or falsely make or alter a document.

Forgery (Major) - To make a false or misleading written communication to a school staff member with either the intent to deceive, or under circumstances which would reasonably be calculated to deceive the staff member, or producing or possessing any false document, item, or record represented to be an authentic school document, item, or record.

Harassment (SESIR) (Level IV) - Any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct that: (1) places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property; (2) has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or (3) has the effect of substantially disrupting the orderly operation of a school, including any course of conduct directed at a specific person that caused substantial emotional distress in such a person and serves no legitimate purpose.

Hazing (SESIR) (Level III) - Any action or situation that endangers the mental or physical health or safety of a student at a school with any of grades 6 through 12 for purposes of initiation or admission into or affiliation with any school-sanctioned organization. "Hazing" includes, but is not limited to: (1) pressuring, coercing, or forcing a student to participate in illegal or dangerous behavior; or (2) any brutality of a physical nature, such as whipping, beating, banding, or exposure to the elements.

Homicide (SESIR) (Level I) - The unjustified killing of one human being by another.

Instigating a Fight - A person instigating, inciting, or encouraging a fight or confrontation between individuals.

Kidnapping (SESIR) (Level I) - Forcibly, or by threat, confining, abducting, or imprisoning another person against his/her will and without lawful authority.

Larceny/Theft ($750 threshold) (SESIR) (Level III) - The unauthorized taking, carrying, riding away with, or concealing the property of another person, including motor vehicles, without threat, violence, or bodily harm. Incidents that fall below the $750 threshold are not reportable in SESIR, but instead should be reported as locally-defined incidents according to district policies.

Medication Policy Violation - Failure to comply with the guidelines for possessing or administering prescription medications and over-the-counter medications.

Misuse of School Computer - Use of a school computer for anything other than instructional purposes or unauthorized use of a computer or computer network with the intention of deleting, obstructing, interrupting, altering, damaging, or in any way causing the malfunction of the computer, network program(s) or data.

Off Campus Felony – Students who are charged with an off campus felony may be felony suspended pending the disposition of the charges. Students could also face disciplinary consequences up to expulsion for off campus felonious acts.

Other Gang-Related Activity – Engaging in any verbal, written, or physical act that does not fall under another discipline code and is associated with becoming a member of a gang, being a member of a gang, or participating in gang-identified rituals or behaviors on a school campus, transportation, or at a school-sponsored program or activity.

Other (Minor) - Minor incidents that do not fit within the other definitions.

Other (Major) (SESIR) (Level III) - Any serious, harmful incident resulting in the need for law enforcement consultation not previously classified.

SCSD examples include, but are not limited to, student producing or knowingly using counterfeit money, participating in gambling activities, possession of child pornography, and possession of drug paraphernalia.

Physical Attack (Battery) (SESIR) (Level II) – An actual and intentional striking of another person against his or her will, or the intentional causing of bodily harm to an individual.

Physical Conflict - The uninvited touching, pushing, shoving, or physical conflicts that stop upon verbal command.

Public Display of Affection (PDA) - Failure to comply with the established PDA policy of the individual school.

Recording Students without Consent – Students who record physical altercations and post the unauthorized recording to any social media platform will be subject to disciplinary consequences.

Robbery (SESIR) (Level II) - The taking or attempted taking of anything of value that is owned by another person or organization, under the confrontational circumstances of force, or threat of force or violence, and/or by putting the victim in fear.

Sexual Assault (SESIR) (Level II) - An incident that includes a threat of: rape, fondling, indecent liberties, or child molestation. Both males and females can be victims of sexual assault.

Sexual Battery (Rape) (SESIR) (Level I) - Forced or attempted oral, anal, or vaginal penetration by using a sexual organ or an object simulating a sexual organ, or the anal or vaginal penetration of another by any body part or foreign object. Both male and females can be victims of sexual battery.

Sexual Harassment (SESIR) (Level III) - Unwanted verbal, nonverbal, or physical behavior with sexual connotations by an adult or student that is severe or persuasive enough to create an intimidating, hostile, or offensive educational environment, cause discomfort or humiliation or unreasonably interfere with the individual's school performance or participation, as defined in Rule 6A019.008, F.A.C.

Sexual Offense Other (SESIR) (Level III) – Other sexual contact, including intercourse, without force or threat of force. Includes subjecting an individual to lewd sexual gestures, sexting, sexual activity, or exposing private body parts in a lewd manner.

Skipping Class - Not reporting to or leaving an assigned class, activity, or area without receiving proper prior approval and/or following the established procedures for checking out of a class.

Tardiness (Excessive) - A student will be considered tardy to class when he/she is not in the classroom when the tardy bell rings. Any student arriving late must go to the attendance/front office to sign in before attending class.

Theft (Minor) - The unauthorized taking, carrying, riding away, or concealing the property of another person which is less than $750 in value, without threat or bodily harm.

Threat/Intimidation (SESIR) (Level III) - An incident where there was no physical contact between the offender and victim, but the victim felt that physical harm could have occurred based on verbal or nonverbal communication by the offender. This includes nonverbal threats (e.g., brandishing a weapon) and verbal threats of physical harm which are made in person, electronically, or through any other means.

Throwing/Propelling Objects - To drive forward an object by means of force that imparts motion.

Tobacco (SESIR) (Level IV) - The possession, use, distribution, or sale of tobacco or nicotine products on school grounds, at school-sponsored events, or on school transportation by any person under the age of 21.

SCSD definition includes tobacco products in any form including, but not limited to, synthetic tobacco, use of electronic cigarettes or similar devices, and/or vaping **in any form**. Vaping-Related – All SESIR incidents that involve the use of non-combustible vaping products, including electronic cigarettes, vapes, and vape pens, or any electronic nicotine delivery system (ENDS) are required to be reported as vaping-related, if the liquid used contains nicotine or a controlled substance. Schools are not required to test for nicotine or drugs in vaping devices.

Trespassing (SESIR) (Level III) - To enter or remain on school grounds, school transportation, or at a school-sponsored event, without authorization or invitation and with no lawful purpose for entry.

SCSD prohibits the unauthorized entry onto School Board owned property, into a school function, or an extracurricular activity, or remaining on School Board owned property after being directed to leave that location by a school staff member or law enforcement official or while subject to suspension, expulsion, or assignment to an alternative placement.
Unauthorized Area/Location - Being present in buildings, rooms, or other areas on a school campus restricted or not open to student access during all or portions of a day.

Unauthorized Leaving of Campus - Failure of student to follow proper procedures to leave school campus.

Unauthorized Sales - The selling of goods which has not been authorized by administration.

Unsubstantiated Bullying - After a complete investigation and follow up of a reported bullying incident, the investigator determines that there is not enough evidence to substantiate that the incident meets the criteria of a prohibited act under the definition of bullying, as listed in the Jeffrey Johnston Stand Up for All Students Act (§ 1006.147, Florida Statutes).

Unsubstantiated Harassment - After a complete investigation and follow up of reported harassment incident, the investigator determines that there is not enough evidence to substantiate that the incident meets the criteria of a prohibited act under the definition of harassment, as listed in the Jeffrey Johnston Stand Up for All Students Act (§ 1006.147, Florida Statutes).

Vandalism (Minor) - The intentional destruction, damage, or defacement of public or private/personal property without consent of the owner or the person having custody or control of it. This definition includes graffiti, as well as the malicious attempt to harm or destroy electronic data. Damage must be $1000 or less.

Vandalism ($1,000 threshold) (SESIR) (Level III) - The intentional destruction, damage, or defacement of public or private/personal property without consent of the owner or the person having custody or control of it. Incidents that fall below the $1,000 threshold are not reportable in SESIR, but instead should be reported as locally-defined incidents according to district policies.

Vehicle Violation - Failure to follow established rules and regulations concerning the privilege of driving and parking vehicles on a school campus, to include parking in unauthorized areas, driving or parking without proper sticker, improper driving on campus, or unauthorized driver on campus.

Weapons Possession (SESIR) (Level II) Possession of a firearm or any instrument or object that can inflict serious harm on another person or that can place a person in reasonable fear of serious harm.

SCSD policy prohibits possessing, storing, distributing, selling, or purchasing any instrument or object that may inflict harm on another person, or be used to intimidate another person, including, but not limited to: fixed blade knives, folding knives, switch blade knives, common pocket knives, razor blades, box cutters, sharp cutting instruments, ice picks, dirks, chains, pipes, nunchakus, brass knuckles, Chinese stars, billy clubs, chemical irritants, mace, tear gas, pepper spray, poisonous gases, sling shots, electrical weapons or devices, starter pistols, stun guns, BB or pellet guns, propellants, and "look-alike" weapons. Possession of a common pocketknife is exempted from state zero tolerance expulsion requirement, per § 1006.07(2), Florida Statutes. However, law enforcement should be notified of any weapon or knife, including pocketknives, for investigation.

Note: If a common pocketknife is used in a threatening or aggressive manner, the knife will be considered a weapon by both the school district and law enforcement.

Level I	Level II	Level III	Level IV
Aggravated Battery SESIR	Burglary SESIR	Abusive, Profane, Obscene, Discriminatory Language/Materials Directed to an Adult	Abusive, Profane, Obscene, Discriminatory Language/Materials Directed to a Student
Arson SESIR	Contraband	Cell Phone/Electronic Device Violation	Alcohol Possession/Use/Sale SESIR
Contraband	Defiance/Insubordination	Cheating/Plagiarism	Bullying SESIR
Destruction of School Property (Major)	Defiance of Authority and School Rules	Disorderly Conduct (Minor)	Cell Phone/Electronic Device Violation
Homicide SESIR	Destruction of School Property (Minor)	Disruption on Campus (Major) SESIR	Cheating/Plagiarism
Kidnapping SESIR	Drug Sales or Distribution SESIR	Dress Code Violation	Disorderly Conduct (Minor)
Physical Conflict	Forgery (Major)	Drug Use or Possession SESIR	Dress Code Violation
Sexual Battery (Rape) SESIR	Instigating a Fight	Fighting SESIR	Forgery (Minor)
	Medication Policy Violation	Forgery (Minor)	Harassment SESIR
	Other Gang-Related Activity	Hazing SESIR	Medication Policy Violation
	Physical Conflict	Larceny/Theft ($750 threshold) SESIR	Misuse of School Computer
	Physical Attack (Battery) SESIR	Medication Policy Violation	Other (Minor)
	Robbery SESIR	Misuse of School Computer	Public Display of Affection (PDA)
	Sexual Assault SESIR	Other Gang-Related Activity	Skipping Class
	Theft (Minor)	Other Major Incidents SESIR	Tardiness (Excessive)
	Vandalism (Minor)	Public Display of Affection (PDA)	Throwing/Propelling Objects
	Weapons Possession SESIR	Sexual Harassment SESIR	Tobacco SESIR
		Sexual Offense Other SESIR	Unauthorized Area/Location
		Skipping Class	Unauthorized Leaving of Campus
		Tardiness (Excessive)	Unauthorized Sales
		Threat/Intimidation SESIR	Unsubstantiated Bullying
		Throwing/Propelling Objects	Unsubstantiated Harassment

		Trespassing SESIR	Vandalism (Minor)
		Unauthorized Area/Location	Vehicle Violation
		Unauthorized Leaving of Campus	
		Unauthorized Sales	
		~~Unsubstantiated Bullying~~	
		Unsubstantiated Harassment	
		Vandalism (Major) SESIR	
		Vehicle Violation	

Note: Violations not listed in this table could result in disciplinary consequences up to and including expulsion.

ACTIONS

Teacher Managed Consequences
Corporal Punishment
Corporal Punishment by Parent
Punitive Assignment
Parent Contact
Parent Conference
Verbal Reprimand/Warning
Alternative Expulsion
Time Out
Written Apology
Guidance Referral
Mental Health Counseling Referral
MTSS Referral
Lunch Detention
ISS
Computer Suspension
Computer Expulsion
Work detail
Detention
Behavior Contract
Schedule Change
Restitution
Suspension of Driving/Parking Privilege
Suspension of Lunch Privilege
Suspension of Privilege
Removed from After School/Summer School
Online Module
Bus Suspension
OSS
OSS Pending Manifestation
Parent Training Requirement
Expelled, Without Continuing Educational Services
Expelled, With Continuing Educational Services
Stipulated Expulsion Agreements
Suspension Extended, Pending Hearing
Seclusion
Mechanical Restraint
Physical Restraint
Other SESIR Defined
Change in Placement
Other

SECTION V: DUE PROCESS

DUE PROCESS PROCEDURES FOR SUSPENSIONS

A student accused of an offense which in the opinion of the principal/designee would require suspension from school or bus shall be afforded the following due process procedures. If a student is formally charged with a felony occurring off property owned by the SCSD by a prosecuting attorney, the principal/designee shall determine if the student's presence on campus threatens the orderly environment or safety of others. An administrative hearing sbould be scheduled if it is determined the felony charge is upheld. The information shall be provided to the Superintendent who shall determine the length of the suspension by an administrative placement in an alternative setting. A recommendation to expel a student shall be determined by the Superintendent and submitted to the School Board if the student is adjudicated guilty of a felony. Additional procedures for students with disabilities are described in the subsection ESE: Suspension and Expulsions. In emergency situations, these procedures may be modified so long as reasonable efforts are made to provide substantially similar opportunities for due process.

Step 1 – The student must be told by the principal/designee of the reason(s) for consideration of suspension from school or from the school bus (not to exceed 10 days).
Step 2 – The student must be given the opportunity to present the student's side of the matter either verbally or in writing and must have the opportunity to present witnesses to the incident.
Step 3 – The principal/designee shall make a determination as to whether or not the student is guilty of the misconduct, and if so, what the terms of the disciplinary response will be. The student shall be informed of the determination. If the determination is to impose suspension, the notice of suspension shall be in writing. The following information shall be included in the written notice of suspension to the parent/guardian/student and the Superintendent:

- Nature of the offense,
- The date of the offense, the beginning date of the suspension, and the date on which the student may return,
- Any condition involving the suspension, such as a possible reduction of the suspension.

Step 4 – The principal/designee shall report each suspension from school or the school bus in writing to the student's parent/guardian and to the Superintendent/designee. Any suspension notice to parent/guardian/student, shall be hand-delivered by the principal or an administrative staff member or shall be sent by first class mail if the principal or an administrative staff member documents a personal contact (not an attempt or recorded message) with the parent/guardian concerning the suspension and that the paperwork is being sent by mail. If contact cannot be made with the parent/guardian, then the notice may be sent by certified mail. This report shall be mailed and delivery initiated within 24 hours of the start of the suspension or on the next regular workday. Reasonable efforts shall be made to contact the parent/guardian prior to the start of the suspension. If the parent/guardian cannot be reached prior to the start of the suspension, the principal/designee may determine that the suspension will start without the prior contact with the parent/guardian.
Step 5 – The student and parent/guardian have a right to a conference with the principal/designee upon request of the parent/guardian to appeal the discipline imposed. The principal shall have the discretion to reduce or cancel the suspension if it is felt that it would be in the best interest of the student and school to do so.
Step 6 – If the parent/guardian feels that due process was not provided, they may appeal by contacting the office of Student Services or the Assistant Superintendent of Administration to further discuss the matter. This shall not be interpreted as permitting the District administrator to substitute their judgment for the judgment of the principal.

DUE PROCESS PROCEDURES FOR ALTERNATIVE SCHOOL PLACEMENT

Same as for suspension decisions.

DUE PROCESS PROCEDURES FOR EXPULSION

A student accused of an offense which, in the opinion of the principal/designee may require expulsion from school or bus, shall be afforded the due process described below. Additional procedures for students with disabilities are described in the subsection ESE: Suspension and Expulsions. In emergency situations, these procedures may be modified as long as reasonable efforts are made to provide substantially similar opportunities.

Step 1 – The student must be told by the principal/designee of the reason(s) for consideration of expulsion.
Step 2 – The student must be given the opportunity to present the student's side of the matter either verbally or in writing and must have the opportunity to present witnesses to the incident.
Step 3 – The principal/designee shall make a determination as to whether or not the student is guilty of the misconduct, and if so, what the terms of the disciplinary response will be. The student shall be informed of the determination. If the principal/designee determines that there are sufficient grounds for expulsion, then the principal/designee shall inform the student of the suspension from school for ten days and that a recommendation for expulsion is being considered.

Step 4 – The principal/designee shall report in writing to the student's parent/guardian and the Superintendent that the student has been suspended for ten days and that a recommendation for expulsion is being considered. Any suspension notice to a parent/guardian/student shall be hand-delivered by the principal or an administrative staff member, or shall be sent by first-class mail if the principal or an administrative staff member documents a personal contact (not an attempt or recorded message) with the parent/guardian concerning the suspension and that the paperwork is being sent by mail. If contact cannot be made with the parent/guardian, then the notice may be sent by certified mail. This shall be mailed within 24 hours of the start of the initial 10-day suspension or on the next regular workday. Reasonable effort shall be made to contact the parent/guardian prior to the start of the suspension. If the parent/guardian cannot be reached prior to the start of the suspension, the principal/designee may determine that the suspension will start without the prior contact with the parent/guardian.
Step 5 – The Superintendent/designee shall review the principal's recommendation for expulsion within five school days of receipt and shall recommend whatever action is deemed appropriate. The Superintendent shall notify the parent/guardian and the principal/designee of the decision within 24 hours.
Step 6 – The parent/guardian shall have the right to a hearing with the Superintendent/designee to challenge the extension or imposition of an expulsion. The hearing shall be informal in nature and shall be granted on written request.
Step 7 – The parent/guardian/student shall be informed of any alternatives, if appropriate, and changes shall be made in the student's assignment or program.
Step 8 – If the Superintendent decides to recommend expulsion, the parent/guardian shall be notified by certified mail of the hearing at which the School Board Hearing Officer will consider the recommendation. Failure to request a hearing in writing in a timely manner shall be considered a waiver of the student's right to a hearing to contest the charges.
Step 9 – The parent/guardian shall have the right to appear before the School Board Hearing Officer, as designated depending on circumstances leading to expulsion, which will act on the Superintendent's recommendation for expulsion.
Step 10 - The School Board Hearing Officer's Recommended Order and any exceptions filed by the Parents/Guardians thereto, will be presented for a vote by the full School Board at the next available public meeting.
Step 11 – A student who is expelled from the District by School Board action shall not be afforded a rehearing before the School Board unless prior evidence is proven to be false or new evidence is substantiated that was omitted from the original hearing. A request for a rehearing shall be made by the parent/guardian to the Superintendent/designee. The Superintendent's office shall determine whether the expulsion shall be reheard by the School Board.

Note: The Superintendent/designee may recommend to the School Board expulsion of a student who is found guilty of a felony. However, any student subject to discipline or expulsion for the unlawful possession or use of any substance under Chapter 893, Florida Statutes may be entitled to a waiver of the discipline or expulsion if the student divulges information leading to the arrest and conviction of the person who supplied such controlled substance or if the student voluntarily discloses the unlawful possession of such controlled substance prior to arrest. For the purpose of this section, "voluntarily discloses" means that the individual comes forward on his/her own volition, without coercion from outside influences (§1006.09, Florida Statutes).

ESE: SUSPENSIONS AND EXPULSIONS
Students with disabilities identified as exceptional education students may be suspended in accordance with SCSD policy for a total of ten days. In case of serious breach of conduct involving the health, safety, and welfare of students and SCSD employees, appropriate alternatives for allowing the student to continue receiving educational programs and services during the suspension may include, but are not limited to, a reduced day program, transfer to a more restrictive placement for a designated period of time, attendance for special class(es) only, modified school day (i.e., student may come to the school campus at the end of the school day for the instructional program), home instruction, and other options.

Any recommendation for the expulsion of any exceptional education student with a disability shall be made in accordance with the rules promulgated by the State Board of Education and Federal Regulations outlined in the Individuals with Disabilities Act (IDEA). The expulsion of an exceptional education student shall not result in a complete cessation of educational services; the District is responsible for providing the student's education during the expulsion in accordance with a revised Individual Education Plan (IEP). The principal/designee is responsible for taking appropriate action consistent with School Board policy and the Procedural Safeguards for Parents of Students with Disabilities. The following procedures shall be followed for the expulsion of exceptional education students:

- **Step 1** – The principal shall be responsible for convening a manifestation committee. The committee shall include, but not be limited to, the Director of Student Services/designee, the school psychologist, the guidance counselor, ESE school specialists, the involved ESE teacher, and the principal/administrative designee. Proper parent/guardian notification/invitation procedures must be followed.
- **Step 2** – The committee shall review the student's IEP and shall determine whether the student's behavior bears a relationship to the student's exceptionality. This decision will be taken into consideration when reviewing all evidence

and making recommendations. If the committee determines the student's behavior is in relation to the exceptionality, the team may modify the student's IEP in accordance with current needs, and expulsion will not be applied (cessation of educational services is not an option for a student with a disability). Procedures in State Board of Education Rules shall apply when a student's conduct does not bear a relationship to the exceptionality.

- **Step 3** – The decision of the committee shall be documented. The student's IEP may be revised to reflect a modification of the current special program or an alternative placement or an indication that the exceptionality is not a precipitating factor and the student is expected to behave in accordance with the rules established in the Student Conduct and Discipline Code.
- **Step 4** – Any change from the student's school placement to an alternative education setting must be reviewed within 45 days. The principal/designee of student's home school must attend the meeting to review the interim alternative education placement prior to extending the alternative setting or returning the student to his/her home school.
- **Step 5** – The principal/designee is responsible for taking appropriate action consistent with School Board policy and the Procedural Safeguards for Parents of Students with Disabilities.

SCHOOL COUNSELING PROGRAMS

All SCSD schools have certified school counselors that provide a variety of services to students. These services are presented to students in classrooms, small groups, and in individual counseling sessions. If you do not wish your child to have access to these programs and activities, please notify the school principal in writing.

SUWANNEE COUNTY SCHOOL DISTRICT
SCHOOL CALENDAR
2022-2023

MY CHOICE for High Quality Education!

July 2022

July 1-29: Summer Work Schedule
July 4: Holiday

					1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

August 2022

Aug 3-9: Pre-Planning Days
Aug 10: First Day for Students
Aug 22: PD Day

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

September 2022

Sept 5: Labor Day Holiday
Sept 19: County PD Day

				1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

October 2022

Oct 10: End of Quarter 1 (41 days)
Oct 14: Teacher Work Day
Oct 31: PD Day

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

November 2022

Nov 11: Veterans Day Holiday
Nov 21-25: Thanksgiving Break

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

December 2022

Dec 16: Early Release
Dec 16: End of Quarter 2 (41 days)
Dec 19-30: Christmas Break

				1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

January 2023

Jan 2: New Years' Holiday
Jan 3: Teacher Work Day
Jan 4: Students Return
Jan 13: PD Day
Jan 16: MLK Holiday

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

February 2023

Feb 17: PD Day
Feb 20: Presidents Day

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

March 2023

Mar 14: End of Quarter 3 (46 days)
Mar 17: Teacher Work Day
Mar 20: PD Day

		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

April 2023

April 7: Good Friday Holiday
April 24-28: Spring Break

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

May 2023

May 1: PD Day
May 29: Memorial Day Holiday
May 30-31: Early Release
May 31: End of Quarter 4 (46 days)
May 31: Last Day for Students

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	**30**	**31**		

June 2023

June 1: Post-Planning Day
June 5-30: Summer Work Schedule

			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

PD Day – Holiday for students.

Holidays for 10/11 month teachers, students, bus drivers, food service workers, and paraprofessionals.

Teacher Work Day - Holiday for students, bus drivers, food service workers, and paraprofessionals (as assigned).

Holidays for ALL employees and students.

* Early Release days may be subject to change with prior notice.
* PD Days may be converted to student days if needed for storm make-up days.

SCSB Approved 02/23/2021

SUWANNEE COUNTY SCHOOL DISTRICT
SCHOOL CALENDAR
2022-2023

MY CHOICE for High Quality Education!

Pre-Planning: August 3 – 9, 2022 **Post-Planning:** June 1, 2023

NINE WEEK PERIODS AND REPORTING DATES

First nine weeks/term:

Progress reports will be distributed	Friday, September 9, 2022
End of first nine weeks/mid 1st term	Monday, October 10, 2022
Grade reports go out	Friday, October 21, 2022

Second nine weeks/term:

Progress reports will be distributed	Monday, November 14, 2022
End of second nine weeks/end of 1st term	Friday, December 16, 2022
Grade reports go out	Friday, January 6, 2023

Third nine weeks/term:

Progress reports will be distributed	Friday, February 3, 2023
End of third nine weeks/mid 2nd term	Tuesday, March 14, 2023
Grade reports go out	Friday, March 24, 2023

Fourth nine weeks/term:

Progress reports will be distributed	Friday, April 14, 2023
End of fourth nine weeks/end of 2nd term	Wednesday, May 31, 2023

The school office is responsible for the distribution of report cards at the end of the year.

TEACHERS' WORKDAYS

October 14, 2022	January 3, 2023	March 17, 2023

PROFESSIONAL DEVELOPMENT (PD) DAYS (7.25 DAYS – EXCEPT **COUNTY PD DAY)

August 22, 2022	January 13, 2023	May 1, 2023
September 19, 2022**	February 17, 2023	
October 31, 2022	March 20, 2023	

HOLIDAYS 12-Months

July 4, 2022	December 19-23, 2022	April 7, 2023
September 5, 2022	December 29-30, 2022	April 24-26, 2023
November 11, 2022	January 16, 2023	May 29, 2023
November 21-25, 2022	February 20, 2023	

HOLIDAYS Students

August 22, 2022	November 21-25, 2022	March 17-20, 2023
September 5, 2022	December 19-30, 2022	April 7, 2023
September 19, 2022	January 2-3, 2023	April 24-28, 2023
October 14, 2022	January 13-16, 2023	May 1, 2023
October 31, 2022	February 17-20, 2023	May 29, 2023
November 11, 2022		

TEACHER PAID HOLIDAYS (6)

Labor Day	Martin Luther King Jr. Day
Veterans Day	Presidents Day
Thanksgiving Day	Good Friday

- **Paraprofessionals** will work all student days, six (6) Professional Development Days, plus five (5) of the following days as determined by the school principal: Pre-Planning Days, Post-Planning Day, Teacher Work Days.
- **Food Service** and **Bus Drivers** work six (6) Professional Development Days as determined by their supervisor.
- 10 months personnel work 196 days.
- 11 months personnel work 216 days.

SCSB Approved 02/23/2021

SUWANNEE DISTRICT SCHOOLS DIRECTORY

SCHOOLS:

Branford Elementary School	935-5700
Guidance	935-5704
Nurse	935-5707
Branford High School	935-5600
Attendance Office	935-5601
Athletic Department	935-5620
Guidance (Grades 9-12)	935-5607
Guidance (Grades 6-8)	935-5608
Nurse	935-5609
RIVEROAK Technical College	647-4200
Night School/Community Education	647-4200
Student Services	647-4210
Financial Aid	647-4214
Suwannee High School	647-4000
Athletic Department	647-4046
Attendance	647-4004
Guidance	647-4005
Nurse	647-4023
Suwannee Middle School	647-4500
Guidance	647-4507
Nurse	647-4513
Suwannee Pineview Elementary	647-4400
Guidance	647-4453
Nurse	647-4465
Suwannee Riverside Elementary	647-4300
Guidance	647-4305
Nurse	647-4307
Suwannee Springcrest Elementary	647-4700
Guidance	647-4704
Nurse	647-4710
Suwannee Opportunity School	647-4276
Coordinator	647-4275
Suwannee Virtual School	647-42438
Coordinator	647-42453

DISTRICT DEPARTMENTS:

Assistant Superintendent of Administration	647-4610
Assistant Superintendent of Instruction	647-4647
ESE Parent Liaison	647-4640
Facilities	647-4156
Title I	647-4637
Finance	647-4608
Food Service	647-4177
Homeless Advocate	647-4648
Home School/Virtual School	647-4243
Human Resources	647-4634
Information Technology	647-4100
School Board District Office	647-4600
School Safety	647-4644
Student Services	647-4638
Superintendent of Schools	647-4600
Transportation Office (7:00 a.m. – 4:00 p.m.)	647-4125
Transportation Shop (5:00 a.m. – 7:00 a.m. and 4:00 p.m. – 5:00 p.m.)	647-4141

Suwannee County School District
2022 Summer School Schedule
(Monday – Thursday)

All positions will be based on student attendance

Elementary Programs

3rd Grade Summer Reading Camp

Eligibility:	Third grade students who have recent FSA performance at Level I or equivalent.	
	Third grade students who have recent FSA performance at Level II or equivalent for remediation purposes as space permits	
	Incoming third grade students who are identified having a significant reading deficiency based on progress monitoring data for window three	
Schedule:	Two (2) week session:	7/18/2022 – 7/28/2022 located at BES, SPE, SRE, and SSE
		8:00 a.m. - 1:30 p.m. student day (5.5 hrs.)
		8:00 a.m. - 2:30 p.m. teacher day (6.5 hrs.)
Personnel:	Ten teachers: Two (2) BES, (3) SPE, (3) SRE, (2) SSE	
	1:10 ratio as necessary depending state assessment scores	
Funding:	Coordinated Funds: General Fund/Reading Allocation/Federal Programs	

Pre-Kindergarten (VPK)

Eligibility:	Per DOE guidelines
Schedule:	6/1/2022 – 8/1/2022 located at SPE (34 days)
	7:30 a.m. - 4:30 p.m. student day (9 hrs.)
	7:00 a.m. - 5:00 p.m. teacher day (10 hrs.)
Personnel:	Six (6) teachers with a 1:12 ratio
Funding:	VPK/ARP

ESE Consult/Extended Year Services (ESY)/Medically Fragile

Eligibility:	Elementary and/or secondary students IEP's indicate a need for extended year services or as identified on student IEPs
Schedule:	6/6/2022 – 7/21/2022 located at SPE and BES
	8:00 a.m. – 12:30 p.m. (students)
	8:00 a.m. – 1:30 p.m. (teachers)
	6/1/22 – 8/1/22 transportation provided if needed
Personnel:	Three (3) teachers: one (1) BES and two (2) located at SPE
	Three (3) paraprofessionals: one (1) BES and two (2) located at SPE
	One (1) nurse at SPE to serve all students
Transportation:	Two (2) bus drivers, and two (2) bus attendants – as needed for ESE Travel
Funding:	IDEA Grant

Secondary Programs

Suwannee High School

Driver's Education

Schedule:	6/6/2022 – 7/21/2022 at SHS
	8:00 a.m. – 3:00 p.m.
Personnel:	Two (2) teachers – as needed for SHS, and SVS (up to 7 hours per day)
Funding:	Federal Programs/General Fund

Credit Recovery Grades 8-11

Schedule: 6/6/2022 – 7/21/2022 at SHS
8:00 a.m. – 2:00 p.m.

Personnel: Six (6) teachers (6 hours per day)
Two (2) paraprofessionals (6 hours per day)
One (1) dean (up to an additional 100 hours)

Funding: Federal Programs/General Fund

Branford High School

Credit Recovery Grades 8-11

Schedule: 6/13/2022 – 7/14/2022 at BHS
8:00 a.m. – 2:00 p.m.

Personnel: One (1) teacher (6 hours per day)
One (1) paraprofessional (6 hours per day)
One (1) dean (up to an additional 100 hours)

Funding: Federal Programs/General Fund

Algebra 1 Boot Camp

Schedule: 6/13/2022 – 7/7/2022 at BHS
8:00 a.m. – 2:00 p.m.

Personnel: One (1) teacher (6 hours per day)

Funding: Federal Programs/General Fund

Hope/PE

Schedule: 6/13/2022 – 6/30/2022 at BHS
8:00 a.m. – 2:00 p.m.

Personnel: One (1) teacher (6 hours per day)

Funding: Federal Programs/General Fund

Driver's Education

Schedule: 6/13/2022 – 6/30/2022 at BHS
8:00 a.m. – 3:00 p.m.

Personnel: One (1) teacher – as needed for driving portion ONLY for BHS, and SVS (up to 7 hours per day)

Funding: Federal Programs/General Fund

Suwannee Virtual School

Virtual Instruction Grades 6-12

Schedule: 6/6/2022 – 7/21/2022 at SVS

Personnel: Twelve (12) teachers (1 hour per day)

Funding: General Fund/ARP

Federal Programs

21st Century Summer School Program-waiting on amendment to change date

Eligibility:	As determined by grant – any student grades PK - 5	
Schedule:	Seven (7) week session:	6/1/2022 – 7/19/2022 located at SPE, SRE, SSE, BES
		8:00 a.m. - 12:00 p.m. student/teacher (4 hrs.)
		7:30 a.m. – 12:30 p.m. site coordinators (5 hrs.)
Personnel:	Four (4) Site Coordinators: One (1) SPE, (1) SRE, (1) SSE & (1) BES	
	Four (4) Paraprofessionals: One (1) SPE, (1) SRE, (1) SSE & (1) BES	
Funding:	21st Century Community Learning Centers Grant	

Migrant Summer Program

Eligibility:	Students meeting the migrant definition
Schedule:	6/1/2022 – 7/21/2022-Wednesdays ONLY
	6:30 p.m. – 8:30 p.m. (2 hours per day for five Wednesdays = 10 hours of direct instruction)
Personnel:	One (1) teacher and three (3) paraprofessionals located at SSE
Funding:	Title I Part C

Students in Transition Summer Program

Eligibility:	Students meeting the homeless definition
Schedule:	6/1//2022 – 6/9/2022 OR 7/13/2022-7/21/2022 (pending receipt of materials)
	9:00 a.m. – 2:00 p.m. student (5 hours per day)
	Teacher-up to 10 additional hours for planning
Personnel:	One (1) teacher and three (3) paraprofessionals located at SMS
Transportation:	One (1) bus driver
Funding:	ARP-HCY (American Rescue Plan - Homeless Children and Youth Project)

Food Service

Meals for students in summer school will be arranged through the Director of Food Service.
Schedule and personnel requested through the Director of Food Service.

RIVEROAK Technical College Programs

IV Therapy

July 2022 (Mon, Tue, Wed) 8:00 a.m. – 4:00 p.m.
Exact Dates TBD
NO graduation

Nursing Assistant

Cohort 3
Dates: June 6 to July 14, 2022 (Tentative)
Graduation: TBD

Patient Care Technician

Dates: May 31 to June 14, 2022
Monday-Thursday 8:00 a.m. – 3:30 p.m. Clinicals may be off-site or simulation lab on campus
Graduation: June 14, 2022
New class starts August 10, 2022

Pharmacy Technology

4/7/2022 - jb

Dates: May 31, 2022 to July 25, 2022
Monday, classroom on campus 8:10 a.m. - 2:45 p.m.
Clinical rotations will be off-site Tuesday, Wednesday, Thursday, 8:00 a.m.-5:00 p.m.
Graduation: August 2, 2022
New classes begin: August 23, 2022

Phlebotomy

Cohort 4
Dates: May 31 to August 1, 2022
Monday - Thursday 5:00 p.m. – 8:00 p.m.
Clinical rotations off-site (Days & times vary per site)
Graduation (Cohort 3): June/July 2022 (TBD)

Practical Nursing

Dates: May 31 to June 30, 2022
Monday- Thursday, classroom, on campus from 8:00 a.m.–3:30 p.m.
Graduation: June 30, 2022, Suwannee County Coliseum, 6:00 p.m.
New class starts: August 10, 2022

Surgical Technology

Cohort 2
Dates: May 31 to August 2, 2022
Monday-Friday 8:00 a.m.-2:30 p.m.
Clinical rotation will be off-site, Monday-Friday, times will vary (Cohort 1)
Cohort 1 Graduation: TBD-Contingent upon completion of clinical specialty surgeries
New classes begin: September 23, 2022 (Tentative)

Other programs being offered at our school sites

Location	Program	Dates	Contact
Riverside and Branford Elementary	Meridian	6/6 to 7/21/22 Monday through Thursday	Latifa Renganadan Cell #386-361-0197 Work#352-374-5600
Suwannee Middle	Parks and Rec	6/6 to 7/22/22 7:30 to 5:30 Monday through Friday	Sue Ratliff 386-590-0717

Suwannee County School District
2022 Summer School Personnel

All positions will be based on student attendance

Program	Number of Employees/Position	Funding
3rd Grade Summer Reading Camp	10 – Teachers	Coordinated Funds: General Fund/ Reading Allocation/Federal Programs
Pre-Kindergarten (VPK)	6 – Teachers	VPK/ARP Funds
Extended Year Services (ESY) Services for ESE	3 – Teachers 3 – Paraprofessional 1 - Nurse 2 - Bus Drivers 2 – Bus Attendants	IDEA Grant
Credit Recovery (Grades 8-11)	8 – Teachers 3 – Paraprofessionals 2 - Deans	Federal Programs/General Fund
Driver's Education	3 - Teachers	Federal Funds/ General Fund
Hope/PE	1 – Teacher (BHS)	Federal Funds/ General Fund
Virtual Instruction	12 – Teachers (SVS) – *As needed to complete courses already in progress*	General Fund/ARP
21st CCLC	4 – Site Coordinators 4 – Paraprofessionals	21st CCLC Grant
Migrant	1 – Teacher 3 - Paraprofessionals	Title I Part C
Students in Transition	1 – Teacher 3 – Paraprofessionals 1 – Bus Driver	ARP-HCY (American Rescue Plan-Homeless Children and Youth)

Agreement Summary
Driver Education Licensing Assistance Program
For A Florida Driver Education Administrator

In accordance with section 322.56, Florida Statutes, the Department of Highway Safety and Motor Vehicles authorizes the Driver Education Administrator named below to conduct driver license examinations as described in this agreement.

Driver Education Administrator:

Suwannee County School Board
Name of Organization

Contract # _____ Effective Date 04/12/2022 Private ☐ Government ☒

Ted L. Roush, Superintendent of Schools
Responsible Business or Agency Official (print name and title)

Florida Business or Agency Address:

1740 Ohio Ave. South
Mailing Address or P.O. Box

Live Oak FL 32064
City State Zip Code

_____
Location Address if different from mailing address

_____
City State Zip Code

Authorizations for Driver License Examination Services (all applicants):

☒ Class E Knowledge ☒ Class E Driving Skills

Exam Sites:

School Suwannee High School Site # 1
School Branford High School Site # 2
School _____ Site # _____
School _____ Site # _____
School _____ Site # _____

(Continuation of Exam Site Listing)

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

School _____ Site # _____

DRIVER EDUCATION LICENSE ASSISTANCE PROGRAM
AGREEMENT BETWEEN THE

THE STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

(hereinafter the "Department")

AND

Suwannee County School Board

(hereinafter the "Driver Education Administrator")

This Agreement authorizes the above-named Driver Education Administrator to conduct driver license examinations on behalf of the Department.

NOW THEREFORE, the Department and the Driver Education Administrator, in consideration of the duties and responsibilities set forth herein, mutually agree as follows:

1. **DEFINITIONS.** For the purposes of this Agreement, the following words and phrases shall have the meaning indicated:

A. Applicant – An individual who applies for an original non-commercial Florida Driver License and who will therefore be required to pass the applicable Class E Knowledge and/or Driving Skills examination. Applicants must be students attending a secondary education program or enrolled in a driver education class. Students between the ages of 15 and 18 years old must also meet the relevant school attendance requirements as stated in section 322.091, Florida Statutes (F.S.).

B. Automated Driver License Testing System (ADLTS) - A web-based system that facilitates the electronic administration of Class E driver license examinations and contains the official examination questions, images, scoring processes, and exam results.

C. Certificate – A document issued to a Driver Education Administrator verifying the Administrator is authorized to conduct an approved driver education examination program on behalf of the Department.

D. Class E Driver License – In Florida's classified licensing system, the non-commercial license type required to drive standard passenger vehicles and light trucks not requiring a higher license class, in accordance with section 322.54, F.S.

E. DELAP – Driver Education License Assistance Program.

F. Department – The Florida Department of Highway Safety and Motor Vehicles.

G. Driver Privacy Protection Act (DPPA) – Driver Privacy Protection Act, 18 United States Code, Sections 2721-2725, a federal law that prohibits release and use of Personally Identifiable Information except as otherwise specifically permitted by the Act.

H. Driver Education Administrator – The Driver Education Administrator named above in this Agreement; a third-party administrator pursuant to section 322.56, F.S., that is responsible for a public or private secondary school, certified by the Department as authorized to conduct an approved DELAP examination program and issue electronic test waivers on behalf of the Department to Applicants in accordance with the requirements described herein.

I. Driver Education Specialist – An individual who is an employee of the Driver Education Administrator and who is certified to conduct driver license examination services in accordance with the terms of this Agreement.

J. Employee – an individual who annually receives from the Driver Education Administrator an Internal Revenue Service Form W– 2 or an independent contractor who has a written contract with a Driver Education Administrator and annually receives from the Driver Education Administrator an Internal Revenue Service Form 1099.

K. Exam Site – Any of the physical locations at which the Driver Education Administrator is authorized to conduct driver license examination services.,

L. Exam Site Number – A number assigned to the physical address of each exam site at which the Driver Education Administrator is authorized to conduct driver license exams.

M. Personal Information – Pursuant to section 119.0712(2)(b), F.S. and 18 U.S.C. §2725, identifying information found in a motor vehicle or driver record which includes, but is not limited to, the subject's driver identification number, name, address (but not the 5 – digit zip code), telephone number, email address, and medical or disability information

N. Program – The driver education program comprised of the organizations, activities, and administrative functions that provide for approved driver license examination services by parties other than the Department under the terms of this Agreement.

2. **Term.** The term of this Agreement shall be for three (3) years beginning upon execution by the parties, unless this Agreement becomes inactive or is cancelled or terminated, pursuant to the terms of this Agreement.

3. **Legal Compliance.** The Driver Education Administrator must comply with section 322.56, F.S., with all other applicable statutes, with administrative rules of the State of Florida and the Department, and with all applicable local ordinances.

4. **The Department.** The Department will:

A. Permit the Driver Education Administrator to conduct the following driver license knowledge and/or skills exams for Applicants pursuant to the terms of this Agreement and applicable provisions of Chapter 322, F.S.:

Class E	Knowledge	■ Yes ☐ No
Class E	Driving Skills	■ Yes ☐ No

B. Provide Department examination items, necessary forms and examination procedures for use by the Driver Education Administrator.

C. Consult with the Driver Education Administrator regarding laws, rules and procedures for conduct of the program established under this Agreement.

D. Administer and enforce the provisions of the Program and this Agreement.

5. **Employment of Driver Education Specialist.** The Driver Education Administrator must employ at least one Driver Education Specialist who has a valid Florida Department of Education Teacher Certification and a Driver Education endorsement.

6. **Place of Business.** The Driver Education Administrator must continuously maintain a place of business at each exam site specified in this Agreement which must include a permanent, regularly occupied space inside of a building located within the State of Florida and which meets all applicable federal, state, and local government building, zoning, safety and legal requirements.

7. **Mailing Address.** The Driver Education Administrator must maintain a permanent mailing address and provide this address to the Department.

8. **Facilities and Equipment.** The Driver Education Administrator must maintain, at each exam site specified in this Agreement, facilities and equipment approved by the Department which the Department determines are necessary for the types of driver license examination services authorized in Paragraph 4 of this Agreement.

9. **Curriculum Framework.** The Driver Education Administrator's curriculum must comply with the following requirements:

A. Qualifying driver education courses must follow the Florida Department of Education's curriculum framework and student performance standards.

B. Driver education courses qualifying a school district to participate in DELAP must be offered pursuant to Chapter 1003.48, F.S.

C. DELAP shall be included in a public or private secondary education program.

D. There are two Florida Department of Education driver education curriculum frameworks. Schools may choose to offer either or both of the following courses:

i. Driver Education/Traffic Safety Classroom 1900300

ii. Driver Education/Traffic Safety Classroom and Laboratory 1900310

10. **Class E Knowledge Examinations. For Class E Knowledge Examinations:**

A. The Driver Education Administrator must provide an indoor area suitable for Applicants to complete multiple-choice computer-based examinations utilizing the ADLTS application. No other system or examination questions may be used. In the event that the Department obtains a new examination system, the Third-Party Administrator agrees to use the new examination system within 90 days of availability.

B. Applicants have up to three (3) attempts to successfully pass the Class E knowledge examination with a Driver Education Administrator. After three (3) unsuccessful attempts, the test must be taken at a state or tax collector driver license office.

C. The Driver Education Administrator shall ensure that knowledge examinations are conducted strictly in accordance with the procedures prescribed by the Department.

11. **Class E Driving Skills Examinations.** For Class E Driving Skills Examinations:

A. The Driver Education Administrator must provide an off-street area suitable for pre- examination inspection of the test vehicle. The instructor will conduct a pre-trip inspection of the vehicle prior to conducting any examination.

B. The Driver Education Administrator must provide a road examination route and alternate route or approved off-street examination range. All routes must be preapproved by the Department prior to use.

C. The Driver Education Administrator and/or the Driver Education Specialist must verify each applicant possesses a valid Florida learner's driver license prior to administering any Class E Driving Skills Examination.

D. Class E Driving Skills Examinations must be conducted by the Driver Education Administrator in the same manner as Class E Driving Skills Examinations given by state or tax collector driver license examiners. Driving Skills Examination results must be entered in the ADLTS application.

E. The Driver Education Administrator shall ensure that skills examinations are conducted strictly in accordance with the specifications and procedures prescribed by the Department and in accordance with applicable provisions of Rule 15A-1.015, Florida Administrative Code.

12. **Random Re-Examination.** All Applicants are subject to random selection for re-examination at the driver license or tax collector office prior to the issuance of any license. Failure to pass the random re-examination will require the Applicant to pass the driving skills examination prior to license issuance.

13. **Vehicles.** The Driver Education Administrator shall ensure that all vehicles used for examination, whether furnished by the Driver Education Administrator or by the applicant, meet applicable federal and state requirements for safe operating condition.

14. **Designated Responsibilities.** The Driver Education Administrator shall designate an individual representative with general responsibility for the Driver Education Administrator's compliance with this Agreement, and one separate individual representative with specific responsibility for operations at each of the Driver Education Administrator's separate exam sites. Nothing in this Agreement precludes designating the same individual to be responsible for both general compliance and for operations at one of the Driver Education Administrator's exam sites.

15. **Ineligibility.** Persons subject to suspension upon failing an examination and/or persons directed to appear for Department re-examination are not eligible for Driver Education examination under this Agreement. The Driver Education Administrator shall not offer or administer any examination to any such person.

16. **Driver Education Specialists.** The Driver Education Administrator shall employ at least one (1) Driver

Education Specialist holding a valid certificate issued by the Department for the type(s) of examination(s) being conducted and permit only those employees who maintain current valid certificate(s) to conduct exams under this Agreement.

A. The Driver Education Administrator shall only employ or contract with teachers that are certified by the Florida Department of Education as Driver Education Instructors to teach a driver education curriculum.

B. The Driver Education Administrator shall not employ Driver Education Specialist who owns or operates any commercial driving school that serves as a provider for the Driver Education Administrator.

C. The Driver Education Administrator shall require each Driver Education Specialist employed by the Driver Education Administrator to participate in DELAP training or refresher training as required by the Department.

D. The Driver Education Administrator shall require each Driver Education Specialist employed by the Driver Education Administrator to conduct driver license examinations, keep records, and perform related administrative functions on behalf of the Driver Education Administrator strictly in accordance with applicable examination procedures.

17. **Driver Education Specialist Records Maintenance and Retention.** The Driver Education Administrator shall maintain a record of each Driver Education Specialist in the employ of the Driver Education Administrator. Each record shall contain documentation of the Driver Education Specialist's valid certification by the Department, status as an employee, Department or other official state driver record current within the past six months, home address, and telephone number. Each record shall be maintained for at least five years after the Driver Education Specialist leaves the employ of the Driver Education Administrator.

18. **Confidentiality.** The Driver Education Administrator shall ensure that no parties other than the Driver Education Administrator, Driver Education Specialists employed by the Driver Education Administrator, and authorized representatives of the Department gain access to the Department's library of knowledge examination items. The Driver Education Administrator also shall ensure that knowledge examination questions are not revealed to any Applicant except during the administration of an examination to an Applicant.

19. **Applicant Records Maintenance and Retention.** The Driver Education Administrator shall maintain, at the approved Driver Education exam site, for a minimum of two years, the score sheets of each applicant for whom the Driver Education Administrator conducts the driving skills examination. If an approved Driver Education exam site is closed, the Driver Education Administrator must transfer such score sheets to another active, approved Driver Education exam site, maintain such score sheets at that location for the two years, and inform the Department, in writing, of such location and that such score sheets may be accessed at such location.

20. **Security of Program Materials.** The Driver Education Administrator shall:

A. Maintain strict security and accountability for all exam materials. Road test scoresheets will remain secured at the Driver Education Administrator's approved examination site(s) until needed.

B. Have security requirements and standards consistent with section 282.318 F.S., Florida Administrative Code Rule 60GG-2 "Information Technology Standards", and the Department's security policies; and employ adequate security measures to protect the Department's information, applications, data, resources, and services.

C. Notify the Department, in writing via email or fax, of any known or suspected breaches of data immediately (but no later than two (2) hours after detection). The Provider shall comply with section 501.171, F.S., as well as Department procedures, in handling breaches or possible breaches of data. Section 501.171, F.S., includes the following requirements:

i. A written statement to be submitted to the Department providing the date and number of records affected by any unauthorized access, distribution, use, modification, or disclosure of personal information.
ii. The statement shall indicate if the individuals whose personal information has been compromised have been notified and, if not, when they will notified.
iii. The statement shall include the corrective actions taken and the date these actions were completed by the Driver Education Administrator.

21. **Statutory Requirements of the Driver Education Administrator.** The Driver Education Administrator shall:

A. As to Examinations, Inspections, and Audits:

i. Allow the Department or its representatives to conduct any and all monitoring activities required by section 322.56, F.S.

ii. Provide unscheduled access to the approved driver education examination site(s), vehicles used for examination, Driver Education Specialist and applicant records as specified in this Agreement to representatives of the Department and the Department of Education.

ii. Provide representatives of the Department and the Department of Education with copies of all records required to be maintained under this Agreement, upon request.

iii. Allow the Federal Highway Administration, or its representative, and the Department, or its representative, to conduct random examinations, inspections, and audits without prior notice.

B. Allow representatives of the Department and the Department of Education to observe any applicant's examination, including those portions occurring inside vehicles.

C. Allow the Department to test, at least annually, a random sample of the driver approved by the Drive Education Administrator.

D. Comply with all provisions of section 119.0712(2), F.S., and the Driver Privacy Protection Act, 18 United States Code Sections 2721-2725 (DPPA) and ensure such information is only used for the purposes specified in this Agreement.

22. **Prohibited Hiring Practices.** The Driver Education Administrator shall not employee or engage the services of any current employee of the Department or of a county tax collector serving as a licensing agent of the Department, as a Driver Education Specialist, agent of the Driver Education Administrator or employee.

23. **Applicant Assistance.** The Driver Education Administrator shall not permit any Driver Education Specialist, employee, agent of the Driver Education Administrator, or any other person to assist any driver license Applicant in a manner that provides unfair advantage in passing the knowledge examinations and/or Driving Skills examinations covered under this Agreement.

24. **Conduct Detrimental to the Department.** The Driver Education Administrator shall refrain from all conduct, and shall ensure that the Driver Education Administrator's employees refrain from all conduct, at all times, which is detrimental to the Department, which discredits the Department, or which adversely affects the Department's ability to carry out its statutory mission.

25. **Solicitation.** The Driver Education Administrator shall not permit any Driver Education Specialist, employee, or agent of the Driver Education Administrator to solicit any individual on any premises rented, leased or owned by the Department or by any tax collector.

26. **Guarantees.** No advertising by the Driver Education Administrator shall state or imply in any way that the Driver Education Administrator, employees, agents of the Driver Education Administrator, Driver Education Specialists employed by the Driver Education Administrator, or anyone acting on behalf of any of the foregoing can for any Applicant:

A. Issue or guarantee issuance of a driver license;

B. Influence the Department in the issuance of a driver license; or

C. Obtain preferential or advantageous treatment from the Department.

27. **Endorsements.** The Driver Education Administrator, employees, agents of the Driver Education Administrator, Driver Education Specialists employed by the Driver Education Administrator, or anyone acting on behalf of any of the foregoing shall refrain from communicating or indicating to anyone or in any setting, location or media that the Driver Education Administrator's program or driver education offerings or any other driver education program is approved, sanctioned, or in any other way endorsed by the Department. However, the Driver Education Administrator, employees, agents of the Driver Education Administrator, Driver Education Specialists employed by the Driver Education Administrator, or anyone acting on behalf of any of the foregoing may communicate only that the Driver Education Administrator's Program or driver education offerings are "certified."

28. **Business Name.** The Driver Education Administrator shall not use any name in its advertising other than the Driver Education Administrator's name as stated in this Agreement, and shall not use the words "Florida Department of Highway Safety and Motor Vehicles", "Department of Highway Safety and Motor Vehicles", "FLHSMV", "state", "DMV" or any other words of similar import that are associated with the Department of Highway Safety and Motor Vehicles in any part of its name.

29. **Department Review.** The Driver Education Administrator must submit all advertising and promotional materials to the Department prior to any use of such materials, whether in print or broadcast form, or any other media and shall make any changes to such materials which are directed by the Department.

30. **Accommodating Applicants With Special Needs.** The Driver Education Administrator shall maintain the capability to accommodate applicants needing special services in accordance with requirements of the Florida Americans With Disabilities Accessibility Implementation Act, sections 553.501 – 553.513, F.S., and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirements of Public Law 101-336, enacted July 26, 1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191, 42 USCS s.12101 et seq., known as

the "Americans with Disabilities Act of 1990".

31. Certificates. The Driver Education Administrator shall prominently display the authorized Driver Education Administrator Certificate in all of its approved Driver Education exam site(s).

32. Indemnification. The Driver Education Administrator shall indemnify and hold harmless the State of Florida, Department of Highway Safety and Motor Vehicles, and Department employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them related to or arising from this Agreement by reason of any negligent or wrongful act or omission of the Driver Education Administrator, the Driver Education Administrator's employees, the Driver Education Administrator's agents, Driver Education Specialists employed by the Driver Education Administrator, or an Applicant being examined by the Driver Education Administrator pursuant to this Agreement.

33. Required Insurance. Unless the Driver Education Administrator is an agency or entity of Florida's state government, an entity or agency of a unit of a Florida local government, a Florida school board, or Florida school district, the Driver Education Administrator shall obtain and maintain the following:

A. Commercial Automobile Liability insurance with the minimum limits of liability set forth below on all vehicles owned or leased by the Driver Education Administrator and used for examination of applicants or for other purposes related to or arising from this Agreement. This insurance shall include Hired and Non-owned Liability for all claims related to or arising from operations under this Agreement, regardless of whether such operations are performed by the Driver Education Administrator, the Driver Education Administrator's employees, the Driver Education Administrator's agents, Driver Education Specialists employed by the Driver Education Administrator, or Applicants using the vehicle(s) during the administration of an examination pursuant to this Agreement. Such coverage shall be maintained throughout the term of this Agreement. The Driver Education Administrator shall provide the Department with evidence of the maintenance of such insurance coverage as and when required by the Department.

Minimum Limits of Liability:	$1,000,000.00 Automobile Liability **Combined Single Limits to include** PIP/PDL/BIL.

B. Commercial General Liability insurance with the minimum limits of liability set forth below for the entire term of this Agreement. This insurance will provide coverage for all claims that may arise from the operations or activities related to or arising from this Agreement, regardless of whether such operations or activities are by the Driver Education Administrator, the Driver Education Administrator's employees, the Driver Education Administrator's agents, Driver Education Specialists employed by the Driver Education Administrator, or Applicants being examined by the Driver Education Administrator pursuant to this Agreement. Such insurance shall include a Hold Harmless agreement in favor of the State of Florida, Department of Highway Safety and Motor Vehicles and must include the State of Florida as an Additional Named Insured for the entire length of the Agreement. The Driver Education Administrator shall provide the Department with evidence of the maintenance of such insurance coverage as and when required by the Department.

Minimum Limits of Liability:	$1,000,000.00 each occurrence $2,000,000.00 Aggregate.

C. Workers' Compensation Insurance with the minimum limits of employers liability set forth below for all of its employees working in connection with this Agreement. Such coverage shall be maintained throughout the term of this Agreement. The Driver Education Administrator shall provide the Department with evidence of the maintenance of such insurance coverage as and when required by the Department.

Minimum Employers Liability Limits: $100,000.00 each accident
$500,000.00 policy limit
$100,000.00 each employee

All insurance coverage required to be obtained and maintained by the Driver Education Administrator pursuant to this Paragraph must be purchased from and countersigned by a Florida Resident Insurance Agent, must be provided by an insurance company holding a current Certificate of Authority issued by the Florida Office of Insurance Regulation, and must include a loss payable clause in favor of the State of Florida and the Department, naming the State of Florida and the Department as a co-insured.

The Driver Education Administrator shall continuously maintain a certificate of insurance evidencing the insurance coverage required by this Agreement and, upon the Department's request, provide a copy thereof to the Department.

34. Use of Applicant's Vehicle for Driving Skills Examination. If the Driver Education Administrator uses an Applicant's vehicle for conducting the Class E Driving Skills examination, the Driver Education Administrator shall ensure that such Applicant's vehicle is in compliance with the Motor Vehicle No-Fault Law and has the required coverage of $10,000.00 for Personal Injury Protection, in addition to $10,000.00 Property Damage Liability coverage, prior to conducting the Class E Driving Skills Examination. The Driver Education Administrator shall maintain records evidencing such insurance coverage.

35. Public Records Compliance.

A. Documents produced as a result of this Agreement shall be public records governed by the provisions of Chapter 119, F.S., and other applicable provisions of law.

B. The Driver Education Administrator agrees that the Department may unilaterally cancel this Agreement for refusal by the Driver Education Administrator to allow public access to all documents, papers, letters, or other material made or received by the Driver Education Administrator in conjunction with this Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S.

C. The Driver Education Administrator shall, in addition to all other conditions of this Agreement:

i. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services contemplated by the Agreement.

ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost as set forth in the Department's Policy Number 9.03, Providing Records to the Public, which can be provided by the Department upon request, or as otherwise provided by law.;

iii. Ensure that public records that are exempt, or confidential and exempt, from public records

disclosure requirements are not disclosed except as authorized by law.

iv. Upon completion of the Agreement, transfer, at no cost to the Department, all public records in possession of the Driver Education Administrator or keep and maintain public records required by the Department to perform the service. If the Driver Education Administrator transfers all public records to the Department upon completion of the Agreement, the Driver Education Administrator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Driver Education Administrator keeps and maintains public records upon completion of the Agreement, the Driver Education Administrator shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the Department.

D. Pursuant to subsection 119.0701(3), F.S., in the event the Driver Education Administrator fails to comply with the Department's request for records, the Department will enforce all Agreement provisions related to public records requests by assessing the following:

i. First violation - $100 penalty
ii. Second violation - $250 penalty
iii. More than two (2) violations - $500 penalty or Agreement termination, depending upon the nature of the records violation.

E. The Driver Education Administrator may be subject to penalties under section 119.10, F.S., for a failure to provide public records to the Department within a reasonable time.

IF THE DRIVER EDUCATION ADMINISTRATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DRIVER EDUCATION ADMINISTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, OGCFILING@FLHSMV.GOV, PUBLIC RECORDS COORDINATOR, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, ROOM A432, MS 02, TALLAHASSEE, FL 32399.

36. **Miscellaneous Notifications.** The Driver Education Administrator shall:

A. Notify the Department in writing not later than 30 days prior to any change in the Driver Education Administrator's organizational name, school name, or address or of any transfer or change of the ownership of or the control over the operations of the Driver Education Administrator.

B. Notify the Department in writing not later than ten (10) calendar days after changes in the individual(s) designated to represent the Driver Education Administrator under Paragraph 58 of this Agreement.

C. Notify the Department in writing not later than ten (10) calendar days after changes in Driver Education Specialists employed by the Driver Education Administrator.

D. Notify the Department in writing not later than (10) days prior to the Driver Education Administrator ceasing business operations at an approved Driver Education exam site.

E. Notify the Department in writing not later than five (5) calendar days after becoming aware of actions by any employees of the Driver Education Administrator that may violate the terms of this Agreement.

F. Notify the Department in writing not later than ten (10) calendar days after a Driver Education Specialist employed by the Driver Education Administrator leaves the employ of the Driver Education Administrator.

37. Amendments. This Agreement may be amended only by the mutual consent of the parties in writing and signed by a duly authorized representative of each party. No verbal representation, interpretation, or commitment by the Driver Education Administrator or the Driver Education Administrator's agents, employees, or, Driver Education Specialists or by any officer, agent, representative, or employee of the Department, either before or after the execution of this Agreement, shall affect or modify any of the provisions in the Agreement, unless the representatives' interpretation, commitment, or representation is expressly stated in this Agreement or in a written amendment to this Agreement, signed by a duly authorized representative of each party.

38. Amendments to Comply with Changes to Federal or State Law. The Driver Education Administrator agrees to accept and sign any amendment to any provision of this Agreement, if the amendment is set forth in writing, is necessitated by a change in state or federal law, and is requested by the Department. The Driver Education Administrator shall execute such an amendment upon request of the Department.

39. Non-Assignability. This Agreement and the Driver Education Administrator certification are not assignable by the Driver Education Administrator, either in whole or in part, including, but not limited to, by subcontract or by any transfer or change of the ownership of or the control over the operations of the Driver Education Administrator.

40. Release and Enforceability. A release of any provision of this Agreement by either party shall not act as a release of any other provision of this Agreement. If any provision of this Agreement is for any reason declared invalid, illegal or unenforceable, that declaration shall not affect the remainder of the provisions of this Agreement.

41. Posting of Fees. Any fee charged to applicants for exams conducted under this Agreement shall be prominently posted in a publicly accessible area at the Driver Education Administrator's approved Driver Education exam site(s). Any fee for exams conducted under this Agreement shall be uniformly charged to all Applicants. Acceptance of gratuities or other forms of payment in addition to the posted fee is prohibited.

42. Additional Information to Be Posted. The following information shall be prominently posted in a publicly accessible area at each approved Driver Education exam site:

A. Payment of any fees to the Driver Education Administrator will not affect fees payable by the Applicant to the Department for issuance of a driver license.

B. The Department may re-examine a random sample of the drivers approved by the Driver Education Administrator for licensure.

C. The Driver Education Administrator does not issue driver licenses and cannot guarantee the issuance of a driver license nor in any way influence the Department in the issuance of a driver license.

43. Records Retention.

A. The Driver Education Administrator shall maintain all contractual agreements related hereto for a period of five (5) years, with the records retention period to start upon termination or expiration of this Agreement.

B. The Driver Education Administrator shall make all records available for inspection or audit by the Department at any time during normal business hours.

44. Inspector General. Pursuant to section 20.055, F.S., the Driver Education Administrator, and any subcontractor, understands and shall comply with its duty to cooperate with the inspector general in any investigation, audit, inspection, review or hearing.

45. Scrutinized Companies. The Department may, at its option, terminate this Agreement if the Driver Education Administrator is found to have submitted a false certification as provided under section 287.135(5), F.S.; or is found to found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

46. Compliance with Immigration and Nationalities Act. The Driver Education Administrator shall comply with Section 274Aof the Immigration and Nationality Act. The Department shall consider the employment by any contractor of unauthorized aliens a violation of this Act. If the Driver Education Administrator knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Driver Education Administrator shall include a provision identical to this Paragraph in any contracts or subcontracts with private organizations entered by the Driver Education Administrator to implement this Agreement.

47. Use of the E-Verify System Required. The Driver Education Administrator and any subcontractor(s), if applicable, shall comply with the requirements of section 448.095, F.S., regarding registration and use of the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees.

48. Service Requirements. The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Agreement. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Agreement are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively, which it deems are necessary to protect the best interests of the State of Florida.

49. Required Reports - If applicable, the Driver Education Administrator shall comply with the requirements of the State of Florida, Office of the Governor, Executive Order Number 20-044, issued February 20, 2020, regarding the submission of an annual report, as required by the Department, which shall include, in part, the Driver Education Administrator's most recent IRS Form 990, *Return of Organization Exempt from Income Tax.*

50. Inactive Status. The Driver Education Administrator's examination authority under this Agreement will be deemed inactive by the Department upon the request of the Driver Education Administrator or

upon failure of the Driver Education Administrator to employ at least one certified Driver Education Specialist under employment as specified in Paragraph 16, Driver Education Specialists.

A. The Department will provide written notification of inactive status.
B. Examination authority under Agreements deemed inactive may be restored upon request of the Driver Education Administrator and verification by the Department that all requirements for compliance with the original agreement have been reestablished.

51. **Suspension.** The Driver Education Administrator's examination authority at one or more exam sites of the Driver Education Administrator may be suspended in accordance with Paragraph 54 of this Agreement. The Department will provide written notification of suspension.

52. Cancellation.

A. Either party to this Agreement may cancel this Agreement for any reason by providing 60 days written notice of cancellation to the other party.

B. Except if the Driver Education Administrator is an agency or entity of Florida's state government, an entity or agency of a unit of Florida local government, a Florida school board, or Florida school district, the Department may cancel this Agreement upon change to the identity of the Driver Education Administrator, changes in the business name of the Driver Education Administrator, changes in the administrative control or ownership of the Driver Education Administrator, or changes in the officer or employee of the Driver Education Administrator who executed this Agreement.

53. Termination –

A. The Department reserves the right to terminate this Agreement immediately upon determining that continued performance by the Driver Education Administrator, or a Driver Education Specialist employed by the Driver Education Administrator, would endanger the public health, safety or welfare.

B. The Department also may terminate examination authority for one or more exam sites in accordance with Paragraph 35 D. or Paragraph 55 B., C. or D. of this Agreement.

C. The Department may terminate this Agreement immediately upon determining that the Driver Education Administrator, or a Driver Education Specialist employed by the Driver Education Administrator, has done one or more of the following:

i. Failed to comply with or satisfy any of the provisions of this Agreement;
ii. Falsified any record or information required under this Agreement;
iii. Was criminally arrested for or committed an act that, in the opinion of the Department, compromises the integrity of the Program;
iv. Failed to file a certificate of insurance or self-insurance or has failed to maintain required insurance coverage, unless said Driver Education Administrator is a Government entity; or
v. Refused to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Driver Education Administrator in conjunction with this Agreement.

54. Penalties for Non-compliance. The penalties for specific forms of non-compliance with this Agreement are defined and applied as follows:

A. Administrative Non-Compliance – Failure to meet requirements for reporting, notifications, record keeping, and similar acts that do not compromise examination integrity or public safety.

i. First Occurrence: Written Reprimand
ii. Repeated Occurrence: 30 day suspension of examination authority at applicable exam site(s)

B. Minor Discrepancy in Exam Procedure – Failure to properly administer a required portion of an otherwise complete exam procedure, such as omission of a required maneuver.

i. First Occurrence: 30 day suspension of examination authority at applicable exam site(s)
ii. Repeated occurrence: Termination of examination authority

C. Major Discrepancy in Exam Procedure – Failure to include all required parts of an exam procedure, such as omission of a required maneuver.

i. First Occurrence: 45 day suspension of examination authority at applicable exam site(s)
ii. Repeated Occurrence: Termination of examination authority

D. Fraud – Abuse of authorities granted under this Agreement.

i. First Occurrence: Termination of this Agreement

The Department will have sole discretion to determine the occurrence and the level of the violations defined above, and to apply associated penalties. Nothing in this Section limits application of provisions for termination or cancellation as deemed appropriate.

55. Construction of the Agreement.

A. This Agreement shall be construed in accordance with the laws of the state of Florida.

B. Wherever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of this Agreement.

56. Venue. Venue for any action related to this Agreement shall be in Leon County, Florida.

57. Dispute Resolution.

A. The sole and exclusive means for the resolution of all claims, disputes, or controversies related to or arising from this Agreement, including, but not limited to, a decision by the Department to terminate this Agreement, is pursuant to proceedings conducted pursuant to sections 120.569 and 120.57, F.S.

B. The Department shall provide the Driver Education Administrator with written notice of the Department's intended action pursuant to this Agreement

C. The Department's intended action shall be final and conclusive unless, within twenty-one (21) days after the date of receipt of notice of the Department's intended action, the Driver Education

Administrator files with the Department a written request for an administrative hearing pursuant to section 120.569 and 120.57, F.S. If the Driver Education Administrator fails to file with the Department a request for an administrative hearing within twenty-one (21) days after receipt of notice of the Department's intended action, the Driver Education Administrator shall have waived the right subsequently to request a hearing on such matters.

D. The Department's decision following any administrative hearing shall be final, subject only to the Driver Education Administrator's right to review pursuant to section 120.68, F.S.

58. **COMMUNICATION.** This Driver Education Administrator and the Department designate the following to receive all written notices and communications pursuant to this Agreement:

REPRESENTING THE DRIVER EDUCATION ADMINISTRATOR	REPRESENTING THE DEPARTMENT
Name: Jennifer Barrs	Name:
Title: Director of Curriculum and Instruction	Title: Program Manager
Address: 1740 Ohio Ave. South	Address: 2900 Apalachee Parkway
City/State: Live Oak, FL 32064	City/State: Tallahassee, Florida
Telephone: 386-647-4635	Telephone: (850)617-2490
Facsimile: 386-364-2635	Facsimile:
Email: jennifer.barrs@suwannee.k12.fl.us	Email:

END OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ADMINISTRATOR/ORGANIZATION: Suwannee County School Board

NAME OF SIGNATORY: Jerry Taylor / Ted L. Roush

TITLE: Board Chair /Superintendent of Schools

SIGNATURE: _____

DATE: _____

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

BY: Florida Department of Highway Safety and Motor Vehicles

NAME OF SIGNATORY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

INFO ONLY

SCSB 2022-115 (REVISED/RENEWAU
(Replaces SCSB 2022-89 ~~(NEW>~~; previously approved on 10/26/2021)

Agreement Summary
Driver Education Licensing Assistance Program For
A Florida Driver Education Administrator

In accordance ~~With Section 32.2,50)~~ with section 322.56, Florida Statutes, the Department of Highway Safety and Motor Vehicles authorizes the Driver Education Administrator named below to conduct driver license ~~exams~~ examinations as described ~~lil~~ in this agreement.

Driver ~~Edncatirm Admiriuitrfitor:~~Education Administrator:

~~Suwannee County School District/~~ Suwannee County School Board
Name of Organization

Contract ~~If 2022-89 #~~ _____ Effective Date ~~10/26/2021~~ ~~Private~~ ~~Government~~n Governments

Ted L. Roush, Superintendent of Schools
Responsible Business or Agency Official (print neme and title)

~~Florida~~ Florida Business or ~~Agency Address:~~Agency Address:

1740 Ohio ~~Avenue,~~ Ave. South
Mailing Address ~~Street~~ or P.O. Box

Live Oak _____ FL 32064 _____
City State~~ZipCode~~ Zip Code

Location Address if different from ~~mailingaddress~~mailing address

City State Zip Code

~~MtliQlizatiQiis fprDriyerJL~~

~~Standard Vehicle Licensing Exams~~ Authorizations for Driver License Examination Services (all applicants):

B Class E Knowledge ~~fiA~~B Class E Driving Skills

INFO ONLY

Exam Sites[1]:

School Suwannee High School	Site# [1] 1
School Branford High School	Site # ^ 2
School	Site#
School	Site#
School	Site #

INFO ONLY

SCSB 2022-115
(REVISED/RENEWAU
(Replaces SCSB 2022-89 ~~(NEW>~~;
previously approved on 10/26/2021)

~~School Suwannee High School~~ ~~Site#~~ ~~j.~~
~~School~~ ~~Site#~~
~~School~~ ~~Site #~~ ~~.~~

~~School~~ ~~Site #.~~
~~School.~~ ~~Site ft~~
~~School~~ ~~Site #~~
~~School~~ ~~Site #~~

(Continuation of Exam Site Listing)

~~School~~ ~~Site #.~~
~~School~~ ~~Site #.~~
~~School~~ ~~Site#.~~
~~School~~ ~~Site #.~~
~~School~~ ~~Site #.~~
~~School~~ ~~Site #.~~

School _____

~~Site #.School~~ ~~Site #.~~
~~School~~ ~~Site #.~~
~~School~~ ~~Site#,~~
~~School~~ ~~Site#,~~

School _____

~~Site#,School~~ ~~Site#,~~
~~School~~ ~~Site #,~~
~~School~~ ~~Site#,~~
~~School~~ ~~Site#,~~
~~School~~ ~~Site#~~

School _____
~~School~~ ~~Site #,~~

~~Site#,School~~ _____
~~Site#,School~~ ~~Site#,~~
~~School~~ ~~Site #,~~
~~School~~ ~~Site #~~
~~School~~ ~~Site #~~
~~School~~ ~~She #~~
~~School^~~ ~~Site#~~
~~School~~ ~~Site #~~

School _____

~~jSite#School Site#~~ _____

School _____

INFO ONLY

SCSB 2022-115
(REVISED/RENEWAU
(Replaces SCSB 2022-89 ~~(NEW>~~, previously approved on 10/26/2021)

School _____ Site#

School _____ Site#

School _____ Site#

School _____ Site#

School _____ Site #

School _____ Site#

School _____ Site#

School _____ Site#

School _____ Site #

School _____ Site #

School _____ Site #

School _____ Site#

School _____ Site#

School _____ Site#

School _____ Site#

School _____ Site#

School _____ Site#

School _____ Site #

School _____ Site #

School _____ Site#

School _____ Site#

School _____ Site#

School _____ Site#

INFO ONLY

SCSB 2022-115 (REVISED/RENEWAU
(Replaces SCSB 2022-89 ~~(NEW>~~; previously approved on 10/26/2021)

DRIVER EDUCATION LICENSE ASSISTANCE PROGRAM
AGREEMENT BETWEEN THE

~~THIS AGREEMENT is between the~~
THE STATE OF FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

~~, DIVISION OF MOTORIST SERVICES,~~(hereinafter the "Department")

AND

Suwannee County School Board
(hereinafter the "Driver Education Administrator")

This Agreement authorizes the above-named Driver Education Administrator to conduct driver license examinations on behalf of the Department.

NOW THEREFORE, the Department and the Driver Education Administrator, in consideration of the duties and responsibilities set forth herein, mutually agree as follows:

~~SECTION I.~~ DEFINITIONS.

1. For the purposes of this Agreement, the following words and phrases shall have the meaning indicated:

~~1.~~A. Applicant - An individual who applies for an original ~~netv-commercial~~ non-commercial Florida Driver License ~~(Learner's or Class E),~~ and who will therefore be required to pass the applicable Class E Knowledge and/or Driving Skills ~~Exams~~examination. Applicants must be students attending a secondary education program ~~and~~ or enrolled in a driver education class. Students between the ages of ~~I Sand~~ 15 and 18 years old must also meet the relevant school attendance requirements as stated in ~~Section~~ section 322.091, Florida Statutes~~,~~ (F.S.).

B. Automated Driver License Testing System (ADLTS) - A web-based system that facilitates the electronic administration of Class E driver license examinations and contains the official examination questions, images, scoring processes, and exam results.

~~2.~~C. Certificate ~~—~~ A document issued to a Driver Education Administrator verifying ~~that~~ the Administrator is authorized to conduct an approved driver education examination program on behalf of the Department.

~~3.~~D. Class ~~B~~ E Driver License - In Florida's classified licensing system, the non-commercial license type required to drive standard passenger vehicles and light trucks not requiring a ~~Class D or~~ higher license class, in accordance with ~~Section~~ section 322.54, ~~Florida Statutes (formerly known as an operator's license)~~F.S.

~~4.~~E. DELAP - Driver Education License Assistance Program.

~~5.~~F. Department - The Florida Department of Highway Safety and Motor Vehicles~~, Division of Motorist Services.~~

G. ~~Drivers'~~ Driver Privacy Protection Act (DPPA) - Driver Privacy Protection Act, 18 United States Code ~~section 2721 et seq~~, Sections 2721-2725, a federal law that prohibits release and use of Personally Identifiable Information

Formatted: Body text (2)1, Justified, Space After: 12.3 pt, Line spacing: Exactly 13.3 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Tab stops: 0.19", Left

Formatted: Justified, Indent: Left: 0.26", Space After: 12.3 pt, Line spacing: Exactly 13.3 pt, Outline numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.47", Left

except as otherwise specifically permitted by the Act.



INFO ONLY

~~6.~~ Driver Education Administrator - ~~A~~ The Driver Education Administrator named above in this Agreement; a third-party administrator ~~as referenced in Section 322.56, Florida Statutes, and the governing authority~~ pursuant to section 322.56, F.S., that is responsible for a public or private secondary school, certified by the Department as authorized to conduct an approved DELAP examination

H. program and issue ~~proof of completion electronic test waivers~~ on behalf of the ~~Division of Motorist Services to driver license~~ Department to Applicants in accordance with the requirements described herein.~~A private school or government entity, defined as a Driver Education Administrator, must be authorized by the Department and accept responsibility for the performance of all of its subdivisions conducting driver education examination services under this Agreement.~~

~~7.~~ I. Driver Education Specialist - An individual who is an employee of ~~a~~ the Driver Education Administrator and who is certified to conduct driver license examination services in accordance with the terms of this~~Agreement~~

~~8. Driver License Examiner - An individual who is employed by the Department in accordance with Section 322.13, Florida Statutes, and is trained to conduct driver license knowledge and skill examination.~~

Agreement.

~~9.~~ J. Employee - an individual who annually receives from ~~a~~ the Driver Education Administrator an~~t~~ ~~Internal~~ Internal Revenue Service Form ~~W-~~W- 2 or en independent contractor who has a written contract with e Driver Education Administrator and annually receives from the Driver Education Administrator an Internal Revenue Service Form 1099.

~~10. Program - The driver education program comprised of the organizations, activities, and administrative functions that provide for approved driver license examination services by parties other than the Department under the terms of this Agreement.~~

~~11.~~ K. Exam Site - Any of the physical locations at which the Driver Education Administrator is~~t~~ authorized to conduct driver license examination services~~, as designated in an Appendix to this agreement.~~.

~~12.~~ L. Exam Site Number - A number assigned to the physical address of each exam site at which the Driver Education Administrator is authorized to conduct driver license exams.

~~SECTION a APPLICATION AND ELIGIBILITY~~

~~The provisions of this Section apply to all Driver Education Administrators that are not entities of state or local government or local school districts.~~

M. ~~Commercial Automobile Liability - The Driver Education Administrator shall take out and maintain~~ Personal Information - Pursuant to section 119.0712(2)(b), F.S., and 18 U.S.C. §2725, identifying information found in a motor vehicle or driver record which includes, but is not limited to, the

Formatted: Justified, Indent: Left: 0.25", Space After: 12 pt, Outline numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.42", Left

Formatted: Justified, Indent: Left: 0.25", Space After: 11.7 pt, Outline numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.45", Left

INFO ONLY

subject's driver identification number, name, address (but not the 5 - digit zip code), telephone number, email address, and medical or disability information

~~Commercial Automobile Liability insurance on all vehicles owned by the Driver Education Administrator and used for examination of applicants. This insurance shall include Hired and Non-owned Liability for all claims which may arise from all operations under this agreement or whether such operations are by the Driver Education Administrator or the Driver Education Administrator's agents, Driver Education Specialists, other employees, orapplicants using the vehicle at the time of administering an exam.Minimum Limits of Liability; $1,000,000.00 Automobile Liability~~

~~Combined Single Limits to include PIP/PDL/BIL~~

INFO ONLY

$750,000.00 Hired & Non-owned Liability

Z Other Vehicles - If the Driver Education Administrator uses an applicant's vehicle for conducting the road exam, it must ensure that such applicant's vehicle is In compliance with the Motor Vehicle No-Fault Law, and has the required coverage of $10,000.00 for Personal Injury Protection, in addition to $10,000.00 Property Damage Liability coverage, prior to conducting the Class E Driving Skills Exam.

3. Commercial General Liability - The Driver Education Administrator shall take out and maintain Commercial General Liability insurance for the entire length of this agreement. This insurance will provide coverage for all claims that may arise from the operations completed under this agreement, whether such operations are by the Driver Education Administrator or the Driver Education Administrator's agents, Driver Education Specialists, or other employees. Such insurance shall include a Hold Harmless agreement in favor of the State of Florida, Department of Highway Safety and Motor Vehicles and must include the State of Florida as an Additional Named Insured for the entire length of the agreement.

Minimum Limits of Liability: $1,000,000.00 each occurrence
$2,000,000.00 Aggregate

4. Hold Harmless Endorsement - The Driver Education Administrator shall indemnify and hold harmless the State of Florida, Department of Highway Safety and Motor Vehicles, and Department employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the Driver Education Administrator or the Driver Education Administrator's agents, Driver Education Specialists, or other employees in the execution of the work or in consequence of any negligence or carelessness in guarding thesame.

5. Workers' Compensation - The Driver Education Administrator shall take out and maintainduring the life of this agreement, Workers' Compensation Insurance for all of its employees working in connection with this agreement.

Minimum Employee Liability Limits: $100,000.00 each accident
$500,000.00 policy limit $100,000.00
ehch employee

6. Pursuant to Chapter 624 and 626, Florida Statutes, all insurance shall be purchasedand countersigned by a Florida Resident Insurance Agent.

7. For the application of a Driver Education Administrator to be considered and continuously maintained, the insurance coverages must be provided by an insurance company holding acurrent Certificate of Authority issued by the Florida Office of Insurance Regulation. Additionally, the insurance company providing coverage specifically for the surety bonds must have complied with the law and regulations of the U.S. Department of the Treasury and therefore must be included on the most current list of authorized companies.

8. For the application of a Driver Education Administrator to be considered and continuously maintained, a certificate of insurance shall be provided to the Department prior to selection for review or verification by the Florida Office of Insurance Regulation.

9. Insurance coverage required under this Section shall include a loss payable clause in favor ofthe

INFO ONLY

~~Department, naming the Department as a co-insured, as it is or may be a beneficiary of the insurance coverage.~~

~~SECTION III. PROFESSIONAL CONDUCT~~

~~1. Prohibited Hiring Practices - The Driver Education Administrator will not engage the services of any current employee of the Department or of a county tax collector serving as a licensing agent of the Department, as a Driver Education Specialist, agent or employee.~~

~~2. Applicant Assistance. The Driver Education Administrator will not permit any Driver Education Specialist, employee, or agent of the Driver Education Administrator to assist any driver license Applicant in a manner that provides unfair advantage in passing the knowledge and/or skills exams covered under this Agreement.~~

~~3. Conduct Unbecoming A Public Employee - The Driver Education Administrator will refrain from all conduct, whether on or off the job, that discredits the Department, or which adversely affects the Department's ability to carry out its assigned mission.~~

~~4. Solicitation - The Driver Education Administrator will not permit any Driver Education Specialist, employee or agent of the Driver Education Administrator to solicit any individual on any premises rented, leased or owned by the Department or tax collector.~~

~~5. Guarantees - No advertising by the Driver Education Administrator shall state or imply in any way that the Specialist or anyone on the Specialist's behalf can for any Applicant:~~

~~a. issue or guarantee issuance of a driver license;~~
~~b. influence the Department in the issuance of a driver license; or~~
~~c. obtain preferential or advantageous treatment from the Department.~~

~~6. Endorsements - The Driver Education Administrator must refrain from indicating that a program is approved, sanctioned, or in any other way endorsed by the Department, except to say that it is "certified."~~

~~7. Business Name - The Driver Education Administrator agrees not to use any name in its advertising besides the name on its contract, application or certificate, and must not use the words "state", "DMV" or any other words that are associated with the Department of Highway Safety and Motor Vehicles in any part of its name.~~

~~8. Department Review - The Driver Education Administrator must submit all advertising and promotional materials to the Department prior to release, whether in print or broadcast form, and to comply with changes as may be directed by the Department in accordance with this section.~~

~~SECTION IV. TERMS OF AGREEMENT~~

N. Program - The driver education program comprised of the organizations, activities, and administrative functions that provide for approved driver license examination services by parties other than the Department under the terms of this Agreement.

2. Term. The term of this Agreement shall be for three (3) years beginning upon execution by the parties, unless this Agreement becomes inactive or is cancelled or terminated, pursuant to the terms of this Agreement.

INFO ONLY

~~1.~~3. ~~Legal Compliance – The Driver Education Administrator must comply with Section 322.56, Florida Statutes~~Legal Compliance. The Driver Education Administrator must comply with section 322.56, F.S., with all other applicable statutes, with administrative rules ~~of the~~ of the State of Florida and the Department, and with all applicable local ordinances.

4. The Department. The Department will:

A. Permit the Driver Education Administrator to conduct the following driver license knowledge and/or skills exams for Applicants pursuant to the terms of this Agreement and applicable provisions of Chapter 322, F.S.:

Class E	Knowledge	B Yes ☐ No
Class E	Driving Skills	B Yes ☐ No

B. Provide Department examination items, necessary forms and examination procedures for use by the Driver Education Administrator.

C. Consult with the Driver Education Administrator regarding laws, rules and procedures for conduct of the program established under this Agreement.

D. Administer and enforce the provisions of the Program and this Agreement.

2.5. ~~Department of Education Certification – Employment of Driver Education Specialist.~~ The Driver Education Administrator must ~~be a government entity or an educational institution approved by the Florida Board of Education or other recognized certification board and~~ employ at least one ~~instructor that~~ Driver Education Specialist who has a valid Florida Department of Education Teacher Certification and a Driver Education endorsement.

~~Department of Education (DOE) Teacher Certification and a Driver Education endorsement in order to be authorized to administer an approved DELAP examination program.~~

3.6. Place of Business – The Driver Education Administrator must continuously maintain a ~~place of~~ place of business at each exam site specified in this Agreement which ~~includes~~ must include a permanent, regularly occupied space inside of a building located within the State of Florida and which meets all applicable ~~safety and legal requirements of the~~ federal, state, and local ~~governments~~government building, zoning, safety and legal requirements.

2.7. Mailing Address – The Driver Education Administrator must maintain a permanent mailing address and provide this address to the Department.

3.8. Facilities and Equipment – The Driver Education Administrator must maintain, at each exam site specified in this Agreement, facilities and equipment approved by the Department ~~as applicable to~~ which the Department determines are necessary for the types of driver ~~license~~examination license examination services authorized in ~~Section V (1) Paragraph 4~~ of this ~~agreement~~Agreement.

4.9. Curriculum Framework – The Driver Education Administrator's curriculum must comply with the following requirements:

~~a.~~A. Qualifying driver education courses must follow the Florida Department of Education's curriculum framework and student performance standards ~~approved by the schoolboard's pupil progression plan.~~

~~b.~~B. Driver education courses qualifying a school district to participate in ~~the~~ DELAP ~~program~~ must be offered pursuant to Chapter 1003.48, ~~Florida Statutes~~F.S.

~~c.~~C. ~~The~~ DELAP ~~program~~ shall be included in a public or private secondary ~~education~~program~~education~~ program.

~~d.~~D. There are two Florida Department of Education driver education curriculum frameworks. Schools may choose to offer either or both of the following courses:

i. ~~I.~~ Driver Education/Traffic Safety Classroom 1900300

ii. ~~II.~~ Driver Education/Traffic Safety Classroom and ~~Laboratory~~ Laboratory 1900310

5.10. Class E Knowledge Examinations. For Class E Knowledge ~~Examining~~Examinations:

A. The Driver Education Administrator must provide an indoor area suitable for Applicants to complete multiple-

Formatted: Justified, Space After: 12 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 5 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.19", Left

Formatted: Justified, Space After: 11.7 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 5 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.19", Left

INFO ONLY

choice computer-based examinations utilizing the ADLTS application. No other system or examination questions may be used. In the event that the Department obtains a new examination system, the Third-Party Administrator agrees to use the new examination system within 90 days of availability.~~priverEducation exams; computers); printeifs); and Internet connectivity meeting specifications for Department supplied examination software, or Department approvedpaper exams.~~

B. Applicants have up to three (3) attempts to successfully pass the Class E knowledge examination with a Driver Education Administrator. After three (3) unsuccessful attempts, the test must be taken at a state or tax collector driver license office.

C. The Driver Education Administrator shall ensure that knowledge examinations are conducted strictly in accordance with the procedures prescribed by the Department.

~~a. Knowledge examination must be conducted in the same manner as those test given bydriver license examiners.~~

6.11. Class E Driving Skills Examinations. For Class E Driving Skills ~~(Road) Examining~~Examinations:

~~a.~~A. The Driver Education Administrator must provide an off-street area suitable for ~~preexamination~~ pre-examination inspection of the test vehicle ~~an Applicant will use for the examination.~~ (The Instructor will conduct a pre-trip inspection of the vehicle prior to conducting ~~anyexams.~~)any examination.

~~b.~~B. The Driver Education Administrator must provide ~~an approved~~ a road examination ~~routeand~~ route and alternate route or approved off-street examination range. All routes must be preapproved by the Department prior to use.

~~c.~~C. The Driver Education Administrator and/or the Driver Education Specialist must verify each applicant possesses a valid Florida learner's driver license prior to administering any Class E Driving Skills Examination ~~must be conducted in the same manner as those testgiven by driver license examiners.~~

D. Class E Driving Skills Examinations must be conducted by the Driver Education Administrator in the same manner as Class E Driving Skills Examinations given by state or tax collector driver license examiners. Driving Skills Examination results must be entered in the ADLTS application.

E. The Driver Education Administrator shall ensure that skills examinations are conducted strictly in accordance with the specifications and procedures prescribed by the Department and in accordance with applicable provisions of Rule 15A-1.015, Florida Administrative Code.

12. Random Re-Examination. All Applicants are subject to random selection for re-examination at the driver license or tax collector office prior to the issuance of any license. Failure to pass the random reexamination will require the Applicant to pass the driving skills examination prior to license issuance.

~~3.~~13. Vehicles ~~The Driver Education Administrator must~~ Vehicles. The Driver Education Administrator shall ensure that all vehicles used for examination, whether furnished by the Driver Education Administrator or by the ~~applicant,~~applicant, meet applicable federal and state requirements for safe ~~operatingcondition~~operating condition.

~~7.~~14. Designated Responsibilities ~~—~~. The Driver Education Administrator ~~must~~ shall designate an individual representative with general responsibility for the Driver Education Administrator's compliance with this ~~agreement~~Agreement, and an ~~one separate~~ individual representative with specific responsibility for operations at each of the Driver Education Administrator's ~~respective~~ separate exam sites. Nothing in this ~~agreement~~ Agreement precludes designating the same individual to be responsible for both general compliance and for operations at ~~a given exam site~~one of the Driver Education Administrator's exam sites.

~~8.~~15. Ineligibility ~~—~~. Persons subject to suspension upon failing an examination and/or persons directed to appear for Department re-examination are not eligible for Driver Education ~~examinationunder~~ examination under this Agreement. The Driver Education Administrator shall not offer or administer any examination to any such person.

Formatted: Justified, Space After: 9.25 pt, Line spacing: Exactly 9.5 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 5 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.26", Left

Formatted: Justified, Space After: 12 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 5 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.27", Left

INFO ONLY

16. Driver Education Specialists. The Driver Education Administrator shall employ at least one (1) Driver

INFO ONLY

~~9.~~ ~~Driver Education Specialists – The Driver Education Administrator must employ at least one (1)~~ ~~Driver~~ Education Specialist holding a valid certificate issued by the Department for the ~~type(s) of exam(s)~~ type(s) of examination(s) being conducted, ~~,~~ and permit only those employees who maintain current valid certificate(s) to conduct exams under this Agreement.

~~a.~~A. The Driver Education Administrator shall only employ or contract with teachers that are certified by the ~~Department~~ Florida Department of Education as Driver Education Instructors to teach a driver education curriculum.

~~b.~~B. ~~A~~ The Driver Education Administrator shall not employ Driver Education Specialist ~~shall not own or operate~~ who owns or operates any commercial ~~driving school~~ driving school that serves as a provider for the Driver Education Administrator's ~~(school district or private secondary school) driver education curriculum~~.

~~c.~~C. The Driver Education Administrator shall require each Driver Education Specialist ~~must~~ employed by the Driver Education Administrator to participate in ~~DBLAP~~ DELAP training or ~~refreshertraining as may be~~ refresher training as required by the Department.

~~d.~~D. The Driver Education Administrator shall require each Driver Education Specialist ~~must~~ employed by the Driver Education Administrator to conduct driver license ~~exams~~examinations, keep records, and perform related administrative functions on behalf of the Driver Education Administrator strictly in accordance with applicable ~~examinationproceedures~~examination procedures.

~~10.~~17. Driver Education Specialist Records Maintenance and Retention – ~~,~~ The Driver Education Administrator ~~must~~ shall maintain a record of each Driver Education Specialist in the employ of the Driver Education Administrator. Each record shall contain documentation of the Driver Education Specialist's valid certification by the Department, status as a ~~payroll~~ an employee, Department or other official state driver record current within the past six months, home address, and telephone number. Each record shall be maintained for at least ~~three~~ five years after the Driver Education Specialist leaves the employ of the Driver Education Administrator.

~~4. Class E Knowledge Exam Conduct The Driver Education Administrator must ensure that knowledge exams are conducted strictly in accordance with the procedures prescribed by the Department~~

~~5. Class E Driving Skills Exam Conduct * The Driver Education Administrator must ensure that skills exams are conducted strictly in accordance with the specifications and procedures prescribed by the Department and in accordance with applicable provisions of Rule 15A-1.015, Florida Administrative Code. Exams must be conducted in a vehicle of the class and type for which the Applicant seeks licensure and in which the Driver Education Specialist is licensed to operate on the highways of Florida.~~

~~18.~~18. ~~Confidentiality – The Driver Education Administrator must~~ Confidentiality. The Driver Education Administrator shall ensure that no parties other than the Driver Education Administrator, Driver Education Specialists employed by the ~~DriverEducation~~ Driver Education Administrator, and authorized representatives ~~ofthe~~ of the Department gain access to the Department's library of knowledge examination items ~~in any form~~. The Driver Education Administrator ~~must~~ also shall ensure that knowledge examination questions are not revealed to ~~Applicants~~ any Applicant except during the administration of ~~the exam~~ an examination to an Applicant.

~~17.~~19. Applicant Records Maintenance and Retention – ~~,~~ The Driver Education Administrator ~~must~~ shall maintain, at the approved Driver Education exam site, for a minimum of two years, ~~to include~~ the score sheets of each applicant for whom the Driver Education Administrator conducts the ~~knowledge and/or driving skills exam and whether the~~

Formatted: Justified, No bullets or numbering, Pattern: Clear

Formatted: Justified, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 5 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.27", Left

~~applicant passes or fails the exam.Records of driver license exams conducted under this agreement may be recorded on forms provided by the Department, or school roll book or an electronic file, and must be available to Department staff on request, information to be kept regarding each applicant's record is listed in detail in the Program Manual for the Driver Education Licensing Assistance Program (DELAP) and must be adhered to as part of this Agreement.~~driving skills examination. If an approved Driver Education exam site is closed, the Driver Education Administrator must transfer such score sheets to another active, approved Driver Education exam site, maintain such score sheets at that location for the two years, and inform the Department, in writing, of such location and that such score sheets may be accessed at such location.

~~18. Proof of Completion - The Driver Education Administrator must provide documented proof of exam results, in a format designated by the Department, to each Applicant who takes and passes the required exams, including compliance with procedures to ensure that an applicant presenting such proof to the Department is the same person to whom the proof of completion was issued by the Driver Education Administrator. Only the Driver Education Specialist who actually gave the DHSMV knowledge and/or skills exams may provide proof of completion; may not provideproof of completion on behalf of other instructors; and may not designate or authorize another person to do so on their behalf.~~

~~19.~~20. ~~Security of Program Materials~~ Security of Program Materials. The Driver Education Administrator ~~must maintain strict security and accountability for all completion results and confidential exam materials issued by the Department. Any forms supplied by the Department will remain secured at the Driver Education Administrator's approved examination site(s) until needed.~~shall:

A. Maintain strict security and accountability for all exam materials. Road test scoresheets will remain secured at the Driver Education Administrator's approved examination site(s) until needed.

Formatted: Justified, Space After: 8.25 pt, Line spacing: Exactly 9.5 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 5 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.26", Left

INFO ONLY

B. Have security requirements and standards consistent with section 282.318 F.S., Florida Administrative Code Rule 60GG-2 "Information Technology Standards", and the Department's security policies; and employ adequate security measures to protect the Department's information, applications, data, resources, and services.

C. Notify the Department, in writing via email or fax, of any known or suspected breaches of data immediately (but no later than two (2) hours after detection). The Provider shall comply with section 501.171, F.S., as well as Department procedures, in handling breaches or possible breaches of data. Section 501.171, F.S., includes the following requirements:

i. A written statement to be submitted to the Department providing the data and number of records affected by any unauthorized access, distribution, use, modification, or disclosure of personal information.
ii. The statement shall indicate if the individuals whose personal information has been compromised have been notified and, if not, when they will notified.
iii. The statement shall include the corrective actions taken and the date these actions were completed by the Driver Education Administrator.

~~20.~~21. Statutory Requirements of the Driver Education Administrator. The Driver Education Administrator shall:

~~a.~~A. As to Examinations, Inspections, and Audits:

i. Allow the Department or its representatives to conduct any and all ~~monitoringactivities~~ monitoring activities required by ~~Section~~ section 322.56, ~~Florida Statutes~~ F.S.

ii. Provide unscheduled access to ~~die~~ the approved ~~Driver Education~~ driver education examination site(s), vehicles used for examination, Driver Education Specialist and applicant records as specified in this ~~agreement~~ Agreement to representatives ~~ofthe~~ of the Department and the Department of Education.

~~i~~ii. Provide representatives ~~ofthe~~ of the Department and the Department of Education ~~withcopies~~ with copies of all records required to be maintained under this ~~agreement~~Agreement, ~~uponrequest~~ upon request.

iii. Allow the Federal Highway Administration, or its representative, and the Department, or its representative, to conduct random examinations, inspections, and audits without prior notice.

~~b.~~B. Allow representatives of the Department and the Department of Education to ~~observeany~~observe any applicant's examination, including those portions occurring inside vehicles.

C. Allow the Department to test, at least annually, a random sample of the driver approved by the Drive Education Administrator.

D. Comply with all provisions of section 119.0712(2), F.S., and the Driver Privacy Protection Act, 18 United States Code Sections 2721-2725 (DPPA) and ensure such information is only used for the purposes specified in this Agreement.

22. Prohibited Hiring Practices. The Driver Education Administrator shall not employee or engage the services of any current employee of the Department or of a county tax collector serving as a licensing agent of the Department, as a Driver Education Specialist, agent of the Driver Education Administrator or employee.

Formatted: Justified, Space After: 15.05 pt, Line spacing: Exactly 13.3 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 5 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.27", Left

Formatted: Left, Indent: Left: 0.49", Hanging: 0.19", Space After: 5 pt, Outline numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 2 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.68", Left

Formatted: Left, Indent: Left: 0.38", Space After: 11.7 pt, Outline numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.59", Left

INFO ONLY

23. Applicant Assistance. The Driver Education Administrator shall not permit any Driver Education Specialist, employee, agent of the Driver Education Administrator, or any other person to assist any driver license Applicant in a manner that provides unfair advantage in passing the knowledge examinations and/or Driving Skills examinations covered under this Agreement.

24. Conduct Detrimental to the Department. The Driver Education Administrator shall refrain from all conduct, and shall ensure that the Driver Education Administrator's employees refrain from all conduct, at all times, which is detrimental to the Department, which discredits the Department, or which adversely affects the Department's ability to carry out its statutory mission.

25. Solicitation. The Driver Education Administrator shall not permit any Driver Education Specialist, employee, or agent of the Driver Education Administrator to solicit any individual on any premises rented, leased or owned by the Department or by any tax collector.

26. Guarantees. No advertising by the Driver Education Administrator shall state or imply in any way that the Driver Education Administrator, employees, agents of the Driver Education Administrator, Driver Education Specialists employed by the Driver Education Administrator, or anyone acting on behalf of any of the foregoing can for any Applicant:

A. Issue or guarantee issuance of a driver license;

B. Influence the Department in the issuance of a driver license; or

C. Obtain preferential or advantageous treatment from the Department.

27. Endorsements. The Driver Education Administrator, employees, agents of the Driver Education Administrator, Driver Education Specialists employed by the Driver Education Administrator, or anyone acting on behalf of any of the foregoing shall refrain from communicating or indicating to anyone or in any setting, location or media that the Driver Education Administrator's program or driver education offerings or any other driver education program is approved, sanctioned, or in any other way endorsed by the Department. However, the Driver Education Administrator, employees, agents of the Driver Education Administrator, Driver Education Specialists employed by the Driver Education Administrator, or anyone acting on behalf of any of the foregoing may communicate only that the Driver Education Administrator's Program or driver education offerings are "certified."

28. Business Name. The Driver Education Administrator shall not use any name in its advertising other than the Driver Education Administrator's name as stated in this Agreement, and shall not use the words "Florida Department of Highway Safety and Motor Vehicles", "Department of Highway Safety and Motor Vehicles", "FLHSMV", "state", "DMV" or any other words of similar import that are associated with the Department of Highway Safety and Motor Vehicles in any part of its name.

29. Department Review. The Driver Education Administrator must submit all advertising and promotional materials to the Department prior to any use of such materials, whether in print or broadcast form, or any other media, and shall make any changes to such materials which are directed by the Department.

~~21.~~30. Accommodating Applicants With Special Needs~~The Driver Education Administrator must~~. The Driver Education Administrator shall maintain the capability to accommodate applicants needing special services in accordance with requirements of the Florida Americans With Disabilities Accessibility Implementation Act, sections 553.501 - 553.513, F.S., and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirements of Public Law 101-336, enacted July 26,1990, effective January 26, 1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191.42 USCS s.12101 et seq., known as

Formatted: Justified, Line spacing: Exactly 12.6 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 23 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.28", Left

INFO ONLY

~~Sections 553.501—553.513, Florida Statutes, and the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirements of Public Law 101-336, enacted July 26,1990, effective January 26,1992, Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191,42 USCS s. 12101 et seq., known as the "Americans with Disabilities Act of 1990"~~.

~~22.~~31. ~~Certificates—~~The Driver Education Administrator ~~must~~ shall prominently display the authorized Driver Education Administrator Certificate in all of its approved Driver Education ~~examinationsite~~(s)exam site(s).

32. Indemnification. The Driver Education Administrator shall indemnify and hold harmless the State of Florida, Department of Highway Safety and Motor Vehicles, and Department employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them related to or arising from this Agreement by reason of any negligent or wrongful act or omission of the Driver Education Administrator, the Driver Education Administrator's employees, the Driver Education Administrator's agents, Driver Education Specialists employed by the Driver Education Administrator, or an Applicant being examined by the Driver Education Administrator pursuant to this Agreement.

33. Required Insurance. Unless the Driver Education Administrator is an agency or entity of Florida's state government, an entity or agency of a unit of a Florida local government, a Florida school board, or Florida school district, the Driver Education Administrator shall obtain and maintain the following:

A. Commercial Automobile Liability insurance with the minimum limits of liability set forth below on all vehicles owned or leased by the Driver Education Administrator and used for examination of applicants, or for other purposes related to or arising from this Agreement. This insurance shall include Hired and Non-owned Liability for all claims related to or arising from operations under this Agreement, regardless of whether such operations are performed by the Driver Education Administrator, the Driver Education Administrator's employees, the Driver Education Administrator's agents, Driver Education Specialists employed by the Driver Education Administrator, or Applicants using the vehicle(s) during the administration of an examination pursuant to this Agreement. Such coverage shall be maintained throughout the term of this Agreement. The Driver Education Administrator shall provide the Department with evidence of the maintenance of such insurance coverage as and when required by the Department.

Minimum Limits of Liability:	$1,000,000.00 Automobile Liability Combined Single Limits to include PIP/PDL/BIL.

B. Commercial General Liability insurance with the minimum limits of liability set forth below for the entire term of this Agreement. This insurance will provide coverage for all claims that may arise from the operations or activities related to or arising from this Agreement, regardless of whether such operations or activities are by the Driver Education Administrator, the Driver Education Administrator's employees, the Driver Education Administrator's agents, Driver Education Specialists employed by the Driver Education Administrator, or Applicants being examined by the Driver Education Administrator pursuant to this Agreement. Such insurance shall include a Hold Harmless agreement in favor of the State of Florida, Department of Highway Safety and Motor Vehicles, and must include the State of Florida as an Additional Named Insured for the entire length of the Agreement. The Driver Education Administrator shall provide the Department with evidence of the maintenance of such insurance coverage as and when required by the Department.

Minimum Limits of Liability:	$1,000,000.00 each occurrence $2,000,000.00 Aggregate.

Formatted: Justified, Line spacing: Exactly 13.3 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 23 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.27", Left

C. Workers' Compensation Insurance with the minimum limits of employers liability set forth below for all of its employees working in connection with this Agreement. Such coverage shall be maintained throughout the term of this Agreement. The Driver Education Administrator shall provide the Department with evidence of the maintenance of such insurance coverage as and when required by the Department.

Minimum Employers Liability Limits: $100,000.00 each accident
$500,000.00 policy limit
$100,000.00 each employee

All insurance coverage required to be obtained and maintained by the Driver Education Administrator pursuant to this Paragraph must be purchased from and countersigned by a Florida Resident Insurance Agent, must be provided by an insurance company holding a current Certificate of Authority issued by the Florida Office of Insurance Regulation, and must include a loss payable clause in favor of the State of Florida and the Department, naming the State of Florida and the Department as a co-insured.

The Driver Education Administrator shall continuously maintain a certificate of insurance evidencing the insurance coverage required by this Agreement and, upon the Department's request, provide a copy thereof to the Department.

34. Use of Applicant's Vehicle for Driving Skills Examination. If the Driver Education Administrator uses an Applicant's vehicle for conducting the Class E Driving Skills examination, the Driver Education Administrator shall ensure that such Applicant's vehicle is in compliance with the Motor Vehicle No-Fault Law and has the required coverage of $10,000.00 for Personal Injury Protection, in addition to $10,000.00 Property Damage Liability coverage, prior to conducting the Class E Driving Skills Examination. The Driver Education Administrator shall maintain records evidencing such insurance coverage.

23.35. Public Records Compliance. The Driver Education Administrator must keep and maintain public records as defined in S. 119.01 1(12) Florida Statues as the Department ordinarily and necessarily would be required to keep and maintain them in order to perform the services contained in this Agreement.

A. Documents produced as a result of this Agreement shall be public records governed by the provisions of Chapter 119, F.S., and other applicable provisions of law.

B. The The Driver Education Administrator agrees that the Department may unilaterally cancel the Contract this Agreement for refusal by the Contractor Driver Education Administrator to allow public access to all documents, papers, letters, or other material made or received by the Contractor Driver Education Administrator in conjunction with the Contractthis Agreement, unless the records are exempt from Section 24(a) of Article I of the State Constitution and subsection section 119.07(1), Florida StatuesF.S.

C. The ContractorDriver Education Administrator shall, when acting on behalf of the Department, shall in addition to all other conditions of the Contractthis Agreement:

a.i. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the servicesservices contemplated by the Agreement.

b.ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be to be inspected or copied within a reasonable time and at a cost as set forth in the Department's Policy Number 9.03, Providing Records to the Public, which can be provided by the Department upon request, or as otherwise provided by law.;

c.iii. Ensure that public records that are exempt, or confidential and exempt, from Public public records

Formatted: Justified, Space After: 12.95 pt, Line spacing: Exactly 9.5 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 23 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.27", Left

Formatted: Body text (2)1, Justified, Indent: Left: 0.44", Space After: 14.75 pt, Outline numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Tab stops: 0.66", Left

~~disclosure requirement are not disclosed except as authorized by law for the duration of the Contract term, and following completion of the Contract, if the Contractor does not transfer the records to the Department~~

disclosure requirements are not disclosed except as authorized by law.

d.iv. Upon completion of the ~~Contract~~Agreement, transfer, at no cost to the Department, all public records in possession of the ~~Contractor~~ Driver Education Administrator or keep and maintain public records required by the Department to perform the service. If the ~~Contractor~~ Driver Education Administrator transfers all public records to the Department upon completion of the ~~Contract, the Contractor~~ Agreement, the Driver Education Administrator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ~~Contractor~~ Driver Education Administrator keeps and maintains public records upon completion of the ~~Contract, the Contractor shall~~ Agreement, the Driver Education Administrator shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records or Contract Manager, in a format that is compatible with the information technology systems of the Department.

~~e. Respond to inquiries from the Department's custodian of public records or Contract Manager, regarding public records requests by providing all information or records that the Department deems necessary to respond to such requests within three (3) working days of the request from the Department's custodian of public records or Contract Manager.~~

D. Pursuant to subsection 119.0701-(3), ~~Florida Statutes~~ F.S., in the event the ~~Contractor~~ Driver Education Administrator fails to comply with ~~a public~~ the Department's request for records ~~request~~, the Department will enforce all ~~Contract~~ Agreement provisions related to public records requests by assessing the following~~:~~

~~1.~~i. First violation - ~~$1.00~~ 100 penalty~~.~~
~~2.~~ii. Second violation ~~-~~ $250 penalty
~~3.~~iii. More than two (2) violations - $500 penalty ~~and/or possible Contract~~ or Agreement termination~~,~~ depending upon the nature of the ~~violations~~records violation.

E. The Driver Education Administrator may be subject to penalties under section 119.10, F.S., for a failure to provide public records to the Department within a reasonable time.

IF THE ~~CONTRACTOR~~ DRIVER EDUCATION ADMINISTRATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ~~CONTRACTOR'S~~ DRIVER EDUCATION ADMINISTRATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 617-3101, ~~OGCFiling@flhsmv.gov. Public Records Coordinator, Office of General Counsel, 2900 Apalachee Parkway, Room A432, MS 02, Tallahassee, FL 32399~~OGCFILING@FLHSMV.GOV, PUBLIC RECORDS COORDINATOR, OFFICE OF GENERAL COUNSEL, 2900 APALACHEE PARKWAY, ROOM A432, MS 02, TALLAHASSEE, FL 32399.

~~24.~~36. Miscellaneous Notifications~~.~~ The Driver Education Administrator ~~must~~shall:

Formatted: Justified, Indent: Left: 0.54", Hanging: 0.19", Space After: 13 pt, Outline numbered + Level: 1 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.76", Left

Formatted: Body text (2)1, Justified, Indent: Left: 0.49", Space After: 13.3 pt, Outline numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Tab stops: 0.7", Left

Formatted: Left, Space After: 10.25 pt, Line spacing: Exactly 9.5 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 23 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.27", Left

INFO ONLY

a.A. Notify the Department in writing not later than 30 days prior to any change in the DriverEducation Driver Education Administrator's organizational name, school name, or address or of any transfer or change of the ownership of or the control over the operations of the Driver Education Administrator.

b.B. Notify the Department In In writing within 10 not later than ten (10) calendar days of after changes in the individualsIndividual(s) designated to represent the Driver Education Administrator under Section VII and in the Appendix to Paragraph 58 of this Agreement.

c.C. Notify the Department In In writing within 10 not later than ten (10) calendar days of after changes in Driver Education Specialists employed by the Driver Education Administrator.

d.D. Notify the Department whenever in writing not later than (10) days prior to the Driver Education Administrator ceases ceasing business operations at an approved Driver Education examination exam site.

e.E. Notify the Department within in writing not later than five (5) calendar days after becoming aware of actions by any employees of theDriver the Driver Education Administrator that are known to may violate the terms of this Agreement.

25. Amendments--The Driver Education Administrator agrees to accept any amendment to any provision of this Agreement, if the amendment is set forth in writing, is necessitated by a change in state or federal law and is requested by the Department. The Driver Education Administrator shall execute such an amendment upon request.

F. Notify the Department in writing not later than ten (10) calendar days after a Driver Education Specialist employed by the Driver Education Administrator leaves the employ of the Driver Education Administrator.

26.37. Except as otherwise provided, this Amendments. This Agreement may be amended only by the mutual consent ofthe of the parties which is expressed in writing and is signed by a duly authorized representative of each party. No verbal representation, interpretation, or commitment by the Driver Education Administrator or the Driver Education Administrator's agents, employees, or Driver Education Specialists, or other employees, or by any officer, agent, representative, or employee of the Department, either before or after the execution of this Agreement, shall affect or modify any ofthe of the provisions inthe agreementin the Agreement, unless the representatives' interpretation, commitment, or representation is expressly stated in this Agreement or in a written amendment to this Agreement, signed by a duly authorized representative of each party.

38. Amendments to Comply with Changes to Federal or State Law. The Driver Education Administrator agrees to accept and sign any amendment to any provision of this Agreement, if the amendment is set forth in writing, is necessitated by a change in state or federal law, and is requested by the Department. The Driver Education Administrator shall execute such an amendment upon request of the Department.

27.39. Non-Assignability—This Agreement and the Driver Education Administrator certification arenot are not assignable by the Driver Education Administrator, either in whole or in part, including, but not limited to, by subcontract or by any transfer or change of the ownership of or the control over the operations of the Driver Education Administrator.

28.40. Release and Enforceability—A release of any provision of this Agreement by either party shall not act as a release of any other provision of this Agreement. If any provision of this Agreement is for any reason declared invalid, illegal or unenforceable, that declaration shall not affect the remainder of the provisions of this Agreement.

29.41. Posting of Fees—Any fee charged to applicants for exams conducted under this agreement must Agreement shall be prominently posted in a publicly accessible area at the Driver Education Administrator's approved Driver Education exam site(s). Any fee for exams conducted under this agreement must Agreement shall be uniformly charged to a) applicantsall Applicants. Acceptance of gratuities or other forms of payment in addition to the posted fee is prohibited.Any fee charged to an applicant for Class E licensing exams conducted under this agreement must be refunded upon demand if that applicant subsequently applies for license issuance and is found ineligible due to uncorrectable vision deficiency or other medical condition. Vision exam procedures are described in the Program Manual for the Driver Education Licensing Assistance Program (DELAP).

30.42. Additional Information To to Be Posted—The following information must shall be prominently postedat the posted in a publicly accessible area at each approved Driver Education examination location or otherwise made known to Applicants prior to incurring chargesexam site:

a.A. Payment of any fees to the Driver Education Administrator will not affect fees payable by the Applicant

Formatted: Justified, Space After: 11.3 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 37 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.27", Left

Formatted: Justified, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 37 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.27", Left

INFO ONLY

to the Department for issuance of a driver license.

B. The Department may re-examine a random sample of die the drivers approved by theDriver the Driver Education Administrator for licensure.

~~b.~~C. The Driver Education Administrator does not issue driver licenses and cannot guarantee the issuance of a driver license nor in any way influence the Department in the issuance of a driver license.

~~SECTION V. SERVICES PROVIDED BY THEDEPARTMENT~~

43. Records Retention.

A. The Driver Education Administrator shall maintain all contractual agreements related hereto for a period of five (5) years, with the records retention period to start upon termination or expiration of this Agreement.

~~1.~~B. ~~Driver Education Administrator Examining Authority. Permit the~~ The Driver Education Administrator ~~to conduct the following driver license knowledge and/or skills exams for all Applicants pursuant to the terms of this Agreement and~~ applicable provisions of Chapter322,shall make all records available for inspection or audit by the Department at any time during normal business hours.

Florida Statutes:				
Class E	Knowledge	~~L~~6 Yes	£7 No	
Class E	Driving Skills	£/ Yes	No	

44. Inspector General. Pursuant to section 20.055, F.S., the Driver Education Administrator, and any subcontractor, understands and shall comply with its duty to cooperate with the inspector general in any investigation, audit, inspection, review or hearing.

45. Scrutinized Companies. The Department may, at its option, terminate this Agreement if the Driver Education Administrator is found to have submitted a false certification as provided under section 287.135(5), F.S.; or is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

46. Compliance with Immigration and Nationalities Act. The Driver Education Administrator shall comply with Section 274Aofthe Immigration and Nationality Act. The Department shall consider the employment by any contractor of unauthorized aliens a violation of this Act. If the Driver Education Administrator knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Driver Education Administrator shall include a provision identical to this Paragraph to any contracts or subcontracts with private organizations entered by the Driver Education Administrator to implement this Agreement.

47. Use of the E-Verify System Required. The Driver Education Administrator and any subcontractor(s), if applicable, shall comply with the requirements of section 448.095, F.S., regarding registration and use of the E-Verify system operated by the U.S. Department of Homeland Security to verify the work authorization status of all newly hired employees.

48. Service Requirements. The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Agreement. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Agreement are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively, which it deems are necessary to protect the best interests of the State of Florida.

49. Required Reports - If applicable, the Driver Education Administrator shall comply with the requirements of the State of Florida, Office of the Governor, Executive Order Number 20-044, issued February 20, 2020, regarding the submission of an annual report, as required by the Department, which shall include, in part, the Driver Education Administrator's most recent IRS Form 990, *Return of Organization Exempt from Income Tax*.

Formatted: Justified, Indent: Left: 0.5", Space After: 11.3 pt, Line spacing: Exactly 13.3 pt, Outline numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.71", Left

INFO ONLY

50. Inactive Status. The Driver Education Administrator's examination authority under this Agreement will be deemed inactive by the Department upon the request of the Driver Education Administrator or

~~2. Examination Content and Procedures - Provide Department examination items, necessary forms and examination procedures for use by the Driver Education Administrator.~~

~~3. Technical Assistance - Provide consultation to the Driver Education Administrator regarding laws, rules and procedures for conduct of the program established under this Agreement.~~

~~4. Administration and Enforcement - Administer and enforce the provisions of the Program.~~

~~SECTION VI. TERMINATION AND REAPPLICATION~~

~~1. Applicability of Chapter 120, Florida Statutes Provisions of the Administrative Procedures Act, Chapter 120, Florida Statutes, will govern actions of the Department to suspend or terminate examination authority or terminate this Agreement under the provisions of this Section.~~

~~2. This agreement shall remain in effect for a three year period from the date of approval, or until made inactive, suspended, canceled, or terminated In accordance with the following provisions:~~

~~a.~~ ~~Inactive Status - The Driver Education Administrator's examination authority will be deemed inactive upon the request of the Driver Education Administrator or upon failure to have~~ upon failure of the Driver Education Administrator to employ at least one certified Driver Education Specialist under employment as specified in ~~Section IV (10)~~Paragraph 16, Driver Education Specialists.

A. The Department will provide written notification ~~of inactive status.~~ of inactive status.

~~I.~~B. Examination authority under Agreements deemed inactive may be restored ~~upon request~~ upon request of the Driver Education Administrator and verification by the Department that all requirements for compliance with the original agreement have been reestablished.

~~b.~~51. ~~Suspension - Examination.~~ The Driver Education Administrator's examination authority at one or more exam sites of ~~the~~ of the Driver Education Administrator may be suspended in accordance with ~~Sections V1.3.A, VI.3.B, or V1.3.C of this agreement~~Paragraph 54 of this Agreement. The Department will provide written notification of ~~suspension~~ suspension.

52. Cancellation ~~-~~.

~~c.~~A. Either party to this Agreement may cancel this Agreement for any reason by providing 60 days written notice of cancellation to ~~the other party.~~ the other party.

B. Except if the Driver Education Administrator is an agency or entity of Florida's state government, an entity or agency of a unit of Florida local government, a Florida school board, or Florida school district, the Department may cancel this Agreement upon change to the identity of the Driver Education Administrator, changes in the business name of the Driver Education Administrator, changes in the administrative control or ownership of the Driver Education Administrator, or changes in the officer or employee of the Driver Education Administrator who executed this Agreement.

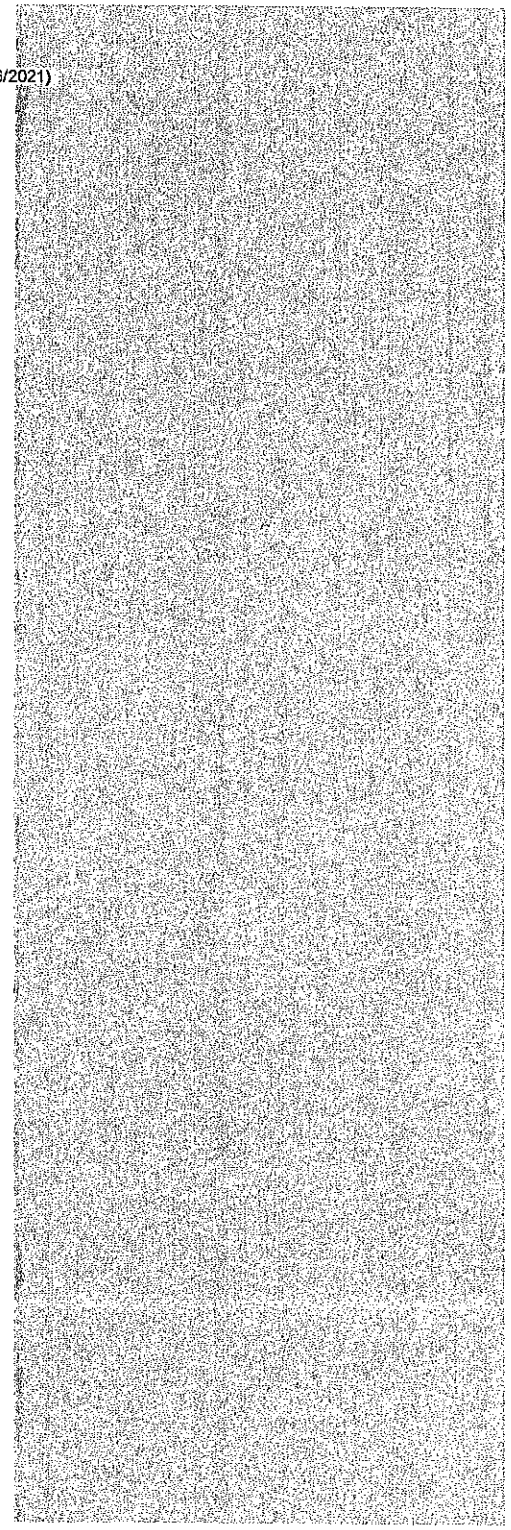
~~d. Agreements with Driver Education Administrators other than government agencies will be subject to cancellation upon significant changes in the identity of the contracted organization, including changes in the business name, in ownership, or in the business or agency official accepting responsibility for compliance as a signatory to the original agreement, but not Including changes in public officials assuming responsibilities of~~

Formatted: Justified, Space After: 12 pt, No bullets or numbering, Pattern: Clear

Formatted: Justified, Indent: Left: 0.44", Space After: 12 pt, Outline numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.65", Left

Formatted: Justified, Indent: Left: 0.44", Space After: 12.3 pt, Line spacing: Exactly 13.3 pt, Outline numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.65", Left

~~their predecessors in office. Procedures and requirements for entering into a new agreement will be the same as for~~



~~original agreements.~~

53. Termination.

~~e.~~A. ~~Termination.~~ The Department reserves the right to terminate this Agreement immediately upon determining that continued performance by the Driver Education Administrator, or a Driver Education Specialist employed by the Driver Education Administrator, would endanger the public health, safety or welfare. ~~Additionally, the Department may terminate examination authority at one or more exam sites in accordance with Sections VI.3<B,VI.3.C or VI.3.D of this agreement~~

B. The Department also may terminate examination authority for one or more exam sites in accordance with Paragraph 35.D. or Paragraph 55.B., C. or D. of this Agreement.

~~f.~~C. The Department may terminate this ~~agreement~~ Agreement immediately upon determining that ~~the~~Driver the Driver Education Administrator, or a Driver Education Specialist employed by the Driver Education Administrator, has done one or more of the following:

i. Failed to comply with or satisfy any of the provisions of this Agreement;
ii. Falsified any record or information required under this Agreement;
iii. Was criminally arrested for or committed an act that, in the opinion of the Department, compromises the integrity of the Program;
iv. Failed to file a certificate of insurance or self-insurance or has failed to maintain required insurance coverage, unless said Driver Education Administrator is a ~~Governmentity~~Government entity; or
v. Refused to allow public access to all documents, papers, letters, or other ~~materialsubject material~~ subject to the provisions of Chapter 119, ~~Florida Statutes~~F.S., and made or received by the Driver Education Administrator in conjunction with this Agreement.

Formatted: Justified, Indent: Left: 0.44", Space After: 12 pt, Outline numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.65", Left

Formatted: Justified, Indent: Left: 0.44", Space After: 12.3 pt, Outline numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.65", Left

~~3.~~54. **Penalties** for Non-compliance. The penalties for specific forms of non-compliance with this Agreementare ~~defined and appliedas follows:~~

are defined and applied as follows:

~~a.~~A. Administrative Non-Compliance - Failure to meet requirements for reporting, notifications, record keeping, and similar acts that do not compromise examination integrity or public safety.

i. First Occurrence: Written Reprimand

ii. Repeated Occurrence: 30 day suspension of examination authority at applicable exam site(s)

~~b.~~B. Minor Discrepancy in Exam Procedure - Failure to properly administer a required ~~portionof~~ portion of an otherwise complete exam procedure, such as omission of a required maneuver.

i. First Occurrence: ~~10~~ 30 day suspension of examination authority at applicable exam site(s)

ii. Repeated ~~Occurrence~~occurrence: Termination of examination ~~authorityat applicable exam site(s)~~

~~c.~~C. Major Discrepancy ~~In~~ In Exam Procedure - Failure to include all required parts of an exam procedure, such as omission of a required maneuver~~, failure to use an approved examroute, or use of unsafe vehicles for examination applicants~~.

i. First Occurrence: ~~10~~ 45 day suspension of examination authority at applicable exam site(s) ~~site(s)~~

ii. Repeated Occurrence: Termination of examination ~~authorityat applicable exam site(s)~~

~~d.~~D. Fraud - Abuse of authorities granted under this ~~agreement to gain profit through issuance of proof of completion to applicants who have not passed substantially complete exams or persons that are not approved to provide or receive DELAP services other than those specified in this agreement~~Agreement.

I. First Occurrence; ; Termination of this ~~agreement~~Agreement

~~A.~~ The Department will have sole discretion to determine the occurrence and the level of the violations defined above, and to apply associated penalties. Nothing in this ~~section~~ Section limits application of provisions for termination or cancellation ~~where deemedappropriate~~as deemed appropriate.

~~SECTION VA COMMUNICATIONS~~

55. Construction of the Agreement.

A. This Agreement shall be construed in accordance with the laws of the state of Florida.

B. Wherever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision shall be found ineffective, then to the extent of such prohibition or invalidity, that provision shall be severed without invalidating the remainder of such provision or the remaining provisions of this Agreement.

56. Venue. Venue for any action related to this Agreement shall be in Leon County, Florida.

57. Dispute Resolution.

A. The sole and exclusive means for the resolution of all claims, disputes, or controversies related to or arising from this Agreement, including, but not limited to, a decision by the Department to terminate this Agreement, is pursuant to proceedings conducted pursuant to sections 120.569 and 120.57, F.S.

Formatted: Left, Space After: 4.4 pt, Line spacing: Exactly 10 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 37 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.31", Left

Formatted: Justified, Indent: Left: 0.47", Space After: 6.75 pt, Outline numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.72", Left

Formatted: Justified, Indent: Left: 0.47", Space After: 6.75 pt, Outline numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.72", Left

Formatted: Justified, Indent: Left: 0.47", Space After: 7.05 pt, Line spacing: Exactly 13.3 pt, Outline numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.72", Left

Formatted: Justified, Indent: Left: 0.47", Space After: 9 pt, Line spacing: Exactly 9.5 pt, Outline numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0" + Indent at: 0", Pattern: Clear, Tab stops: 0.72", Left

INFO ONLY

B. The Department shall provide the Driver Education Administrator with written notice of the Department's intended action pursuant to this Agreement

C. The Department's intended action shall be final and conclusive unless, within twenty-one (21) days after the date of receipt of notice of the Department's intended action, the Driver Education

INFO ONLY

Administrator files with the Department a written request for an administrative hearing pursuant to section 120.569 and 120.57, F.S. If the Driver Education Administrator fails to file with the Department a request for an administrative hearing within twenty-one (21) days after receipt of notice of the Department's intended action, the Driver Education Administrator shall have waived the right subsequently to request a hearing on such matters.

D. The Department's decision following any administrative hearing shall be final, subject only to the Driver Education Administrator's right to review pursuant to section 120.68, F.S.

58. The COMMUNICATION. This Driver Education Administrator and the Department designate the following to receive the all written notices and communications that are desired or required under this agreementpursuant to this Agreement:

REPRESENTING THE REPRESENTING THEDRIVER EDUCATION ADMINISTRATORDEPARTMENT	REPRESENTING THE DEPARTMENT
Name: N.™ Jennifer Barrs	Name:
Director of Curriculum and Instruction	Title: Program Manager
Title: Director of Curriculum and Inst.	Address: 2900 Apalachee Parkway
Address: 1740 Ohio Avenue South City/State: Live Oak, FL 32064 Ave. South	City/State: Tallahassee, Florida
Live Oak FL 32064	Telephone: (850)617-2490
Telephone: 386-647-4600	Facsimile:
Fax#: 386.364-2635	Email:

jennifer.barrs@suwannee.k12.fl.us Email: Jennifer.barrs@suwannee.k12.fl.us

Chairperson, Suwannee County School Board

END OF PAGE INTENTIONALLY LEFT BLANK

Formatted: Body text (2)1, Justified, Space After: 10 pt, Outline numbered + Level: 1 + Numbering Style: 1, 2, 3, … + Start at: 58 + Alignment: Left + Aligned at: 0" + Indent at: 0", Tab stops: 0.31", Left

INFO ONLY

SCSB 2022-89 (NEW)

IN WITNESS WHEREOF, the parties hereto have executed this ~~agreement as of the date first written above~~Agreement.

ADMINISTRATOR/ORGANIZATION: ~~Suwannee County School District~~COUnty SchOOl Board

NAME OF SIGNATORY: Jerry Taylor /Ted L Roush

~~NAME OF SIGNATORY: Fg4~~

~~TITLE: Superintend^jyf^if Sche^ls^~~

TITLE: Board Chair /Superintendent of Schools

~~SIGNATURE: / OCT 2 ^ ?G21~~

~~BY: ELQiida Departmeiif of Highway Safely and Motor Vehicles~~

~~NAME OF SIGNATORY:~~

~~TITLE:~~

SIGNATURE:

~~"Appfcyqd'as to^erniand^vfficiency~~

DATE: "Approved as to Foirn and Sufficiency

BY ~~Rumb^rger~~Leonard J. Dietzen, III ', Rumberger, Kirk & Caldwell, ~~P.A.^~~PA Suwannee School Board ~~Attorney~~"Attorney[11]

BY: Florida Department of Highway Safety and Motor Vehicles

NAME OF SIGNATORY:

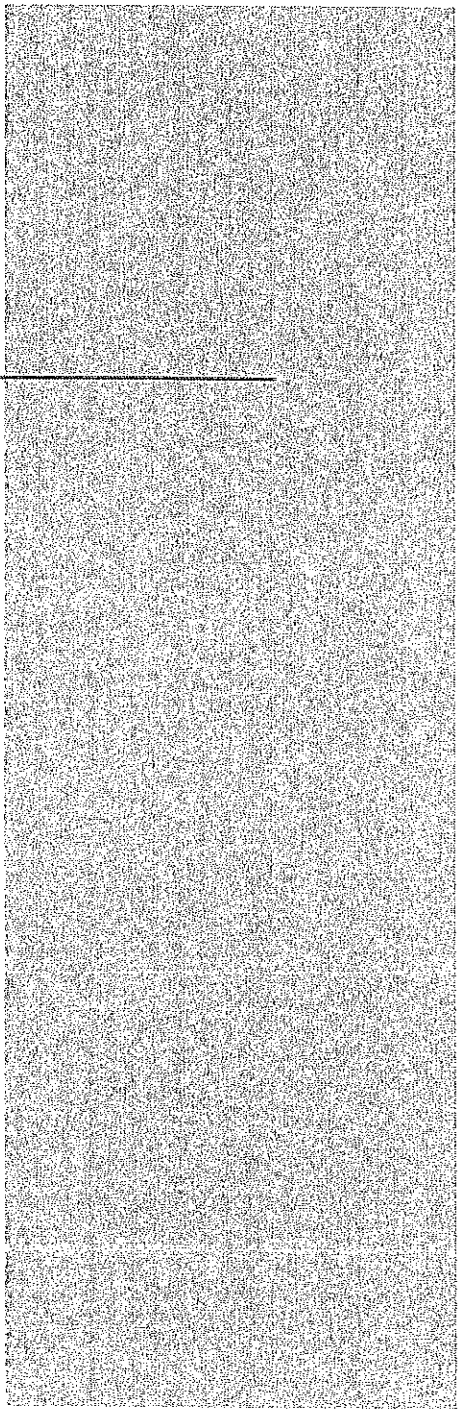
INFO ONLY

SCSB 2022-115 (REVISED/RENEWAU
(Replaces SCSB 2022-89; previously approved on 10/26/2021)

TITLE: _____

SIGNATURE: _____

DATE: _____



INFO ONLY

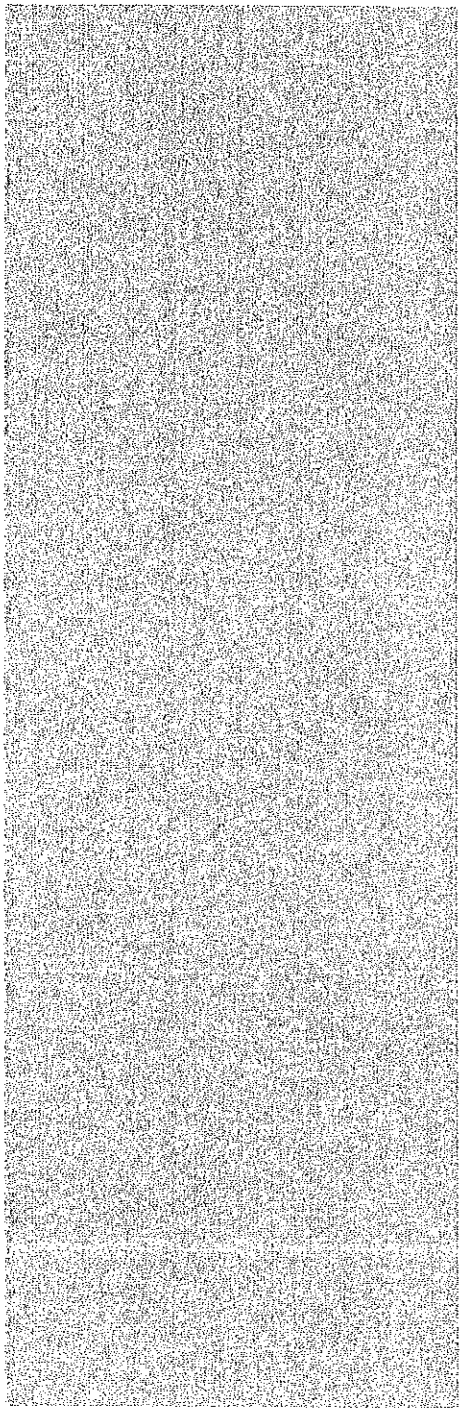
SCSB 2022-115 (REVISED/RENEWAU
(Replaces SCSB 2022-89; previously approved on 10/26/2021)

~~APPENDIX A~~
~~APPLICATION TO~~

~~THE DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES~~

~~FOR DELAP~~

~~DRIVER EDUCATION ADMINISTRATOR CERTIFICATION~~



INFO ONLY

STATE OF FLORIDA

Department of Highway Safety and Motor Vehicles Division of Motorist Services

Application for Driver Education Administrator
Please Print or Type

For Department Use Only Approved 2022-89
DNeWr

SCSB 2022-115 (REVISED/RENEWAL^
(Replaces SCSB 2022-89 previously approved on 10/26/2021)

Assigned to Monitor

Name

Title X Government

Signature

Site Address 1740 Ohio Avenue South Street/PO Box

Live Date Suwannee City County

FL State

32064 Zip Code

Home Phone

Business Phone 386-647-4600

Name of School Board or Organization Suwannee County School Pis tj private
Name of School Suwannee High School

Driver License Number

State

Social Security Number,

Email Address j ennif er. barrs@ suwannee .k12. f l .us

What County School Board are you being employed by Suwannee County School Board

What School(s) will you be working at District Office Administrator

Are you currently or have you previously been employed as a Driver Education Specialist with another school? Yes ( )

No If yes, please state the school

I certify under the penalty of perjury that the following facts are true and accurate to the best of my knowledge, information and belief:

3. I am at least 21 years of age.

3. I have not been convicted of any criminal offense bearing on my ability to fill a position of trust as a Driver Education Specialist, including but not limited to the crimes of fraud, sexual offense, and/or moral turpitude at any time, and other felonies or first-degree misdemeanors within the past ten years. My signature below indicates my consent to the investigation and release of information in support of this statement to authorized DHSMV personnel from law enforcement agencies and other individuals or organizations. I understand that the Department will make a criminal history information request for this purpose. The DELAP Administrator, and all DELAP Specialists, must submit to a fingerprint-based background check performed by a "Live Scan" Provider with results provided to the Department at the time of the Application. The Department will notify the DELAP Administrator of any disqualifying background check.

4. I hold a valid driver license.

6. I am not a current employee of the Division of Motorist Services or of a county Tax Collector serving as a licensing agent.

Nam
Driver Education Administrator Suwannee County School District
Print Name of School Board or Private School

61
Identification Number

Jennifer Barrs

TestSite Number Authorized Agejjt for the Driver Education Administrator

Suwannee County School District
Name ox t^nool aoard or 11 Private y Government

Site Address:

INFO ONLY

SCSB 2022-115 (REVISED/RENEWAL^
(Replaces SCSB 2022-89; previously approved on 10/26/2021)

~~Suwannee High School~~

Name of School		
1,314 SW Pine Avenue		
Mailing Address Street or P.O. Box		
Live Oak, FL	32064	Suwannee
City	Zip Code	County
Location Address if different from mailing address		
City	Zip Code	County
Telephone Number 386-647-4000	Fax Number 386-364-2794	

~~EmailAddress: jennifer.barrs@suwannee.k12.fl.us~~

~~For the Driver Education Administrator~~
~~Jennifer Barrs, Director of Curriculum and Instruction~~
~~Print name and title~~

~~For the Department of Highway Safety and Motor Vehicles~~

~~Jennifer Barrs~~ ~~Monitor for Zone~~
~~Print name~~

~~Approved Testing Activities at Site:~~

~~E General Knowledge (Road Rules and Road Signs)~~
~~If Class E Driving~~

~~Site Status:~~

~~Date approved:~~ ~~by DHSMV Monitor~~

~~Date closed:~~

INFO ONLY

SCSB 2022-115 (REVISED/RENEWAL^
(Replaces SCSB 2022-89; previously approved on 10/26/2021)

APPLICANT SEARCH RESULT

Quick search

SSN:

387705348

One Item found.

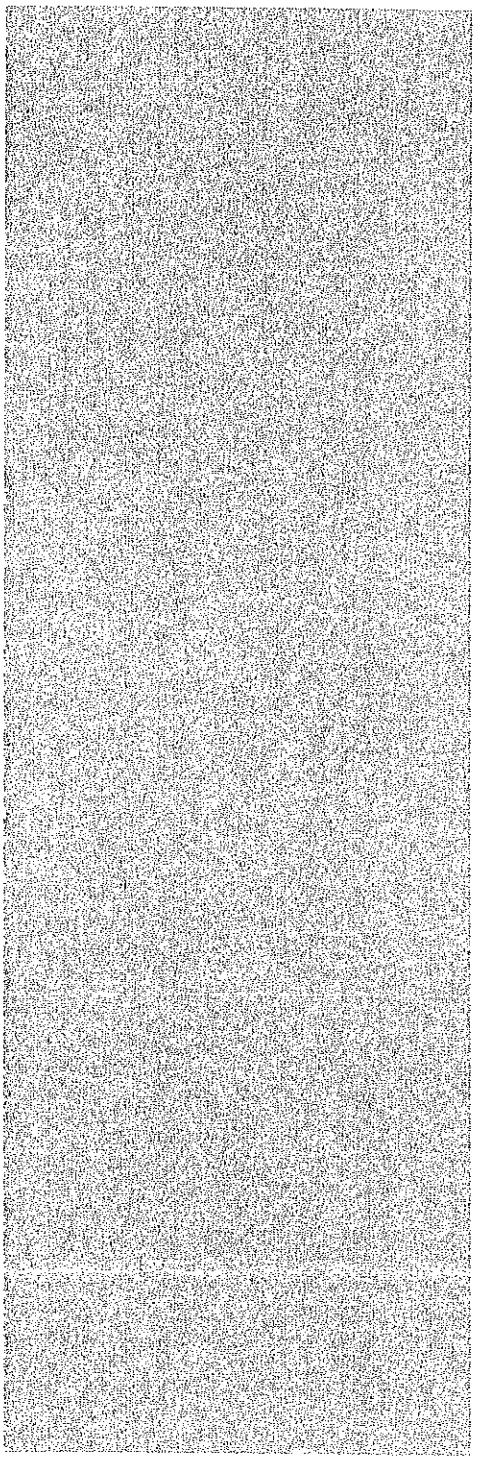
Select	Name	Transaction Control Number(TCN#)	Customer ORI(CRI#)	Person ID	ORI#	Agency	Date of Birth	SSN	OCA#	Date Received	Date Last FBI Submission	State Expiration Date	FBI(UCN)	National Rap Back Subscription Success?	National Rap Back Subscription Term	National Rap Back Subscription Expiration Date
☐	BAYRA JEAN PIER	7822FFFUH2020009141	FCR1357J7	8320254	130006507	DOE [R] - SUWANNEE COUNTY SCHOOL BOARD - TEACHER CERTIFICATION	06/12/1972	387705348		02/19/2019	02/19/2020			N/A		

One Item found.

Export options: CSV Excel PDF RTF

INFO ONLY

SCSB 2022-115 (REVISED/RENEWAL^
(Replaces SCSB 2022-89; previously approved on 10/26/2021)



INFO ONLY

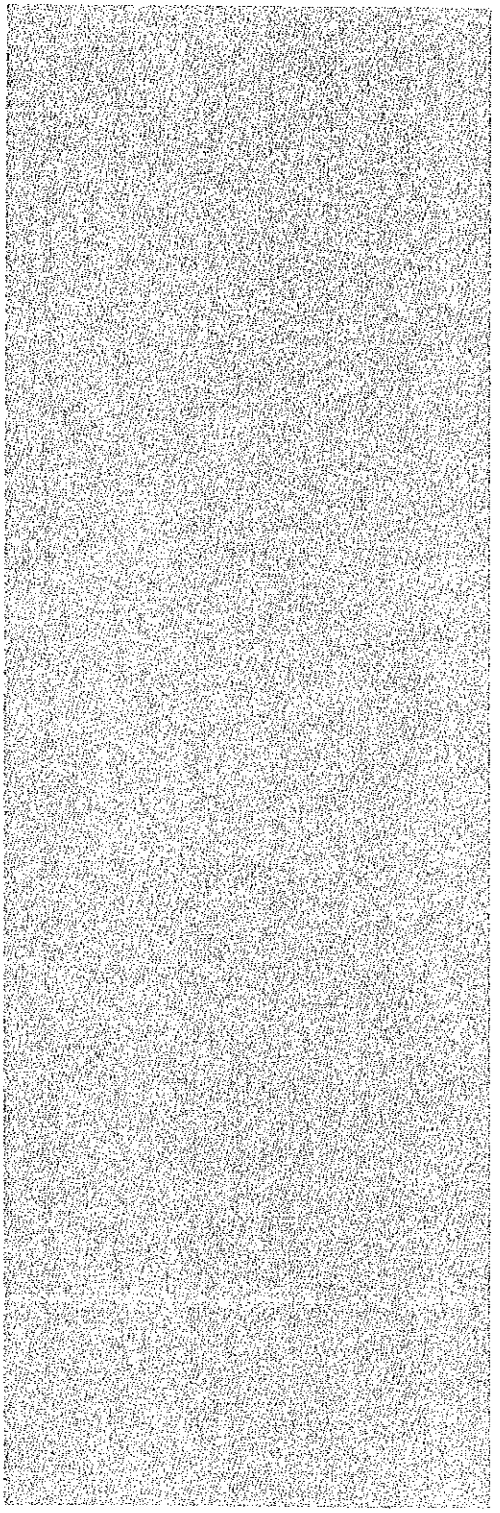
Summary Report	
Title	**compareDocs Comparison Results**
Date & Time	4/5/2022 10:41:41 AM
Comparison Time	4.91 seconds
compareDocs version	v5.0.0.64

Sources	
Original Document	SCSB 2022-89 Div of Motor Services SCSB Executed.pdf
Modified Document	SCSB 2022-115 DELAP.pdf

Comparison Statistics	
Insertions	415
Deletions	171
Changes	218
Moves	0
Font Changes	0
Paragraph Style Changes	0
Character Style Changes	0
TOTAL CHANGES	804

Word Rendering Set Markup Options	
Name	
Insertions	
~~Deletions~~	
Moves / ~~Moves~~	
Font Changes	
Paragraph Style Changes	
Character Style Changes	
Inserted cells	
Deleted cells	
Merged cells	
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	TrackChanges
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
Flatten Field Codes	Word	True
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	[Yes / No]
Summary Report	Word	End
Detail Report	Word	Separate (View Only)
Document View	Word	Print
Remove Personal Information	Word	False



2022-2023 DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN

THE DISTRICT BOARD OF TRUSTEES OF NORTH FLORIDA COLLEGE

And

THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY

This agreement is entered into by and between the District Board of Trustees of North Florida College, Madison, Florida, hereinafter referred to as the "College," and the District School Board of Suwannee County, hereinafter referred to as the "School Board,"

WHEREAS, pursuant to section 1007.271, Florida Statutes (2021), each school district and the community college which serves it must enter into a dual enrollment articulation agreement; and

WHEREAS, the State Board of Education has promulgated SBE Rule 6A-10.024 providing for inter alia, the establishment of joint articulation programs and agreements for college-level instruction for high school students; and

WHEREAS, the parties hereto believe that the adoption of an articulation plan will provide enhanced learning opportunities for qualified students through the efficient use of the College's programs and resources;

NOW, THEREFORE,

The College and the School Board do hereby agree as follows:

There shall be an Articulation Council composed of no fewer than four members. The College representative shall be the Dean of Academic Affairs, the Director of Curriculum and Instruction, the Director of Dual Enrollment, and the Dual Enrollment Coordinator. The School Board representatives shall be the High School Principal, the Curriculum Coordinator, and the Guidance Counselor or designee.

The Articulation Council will submit the articulation agreement to the College President and the School District Superintendent for review and final approval prior to submission to the College Board of Trustees and to the School Board. Upon signature, the Agreement will be in effect until July 31, 2023. The Articulation Council will review the Dual Enrollment Articulation Agreement during the spring semester of each year. The Articulation Council will be responsible for recommending changes in the agreement to the College President and to the School District Superintendent.

The College President will designate the Office of Dual Enrollment as responsible for administrative oversight of the dual enrollment program. The responsibilities include registration, drop/add, attendance verification, and monitoring the program in general.

1. A ratification or modification of all existing articulation agreements.

This agreement shall be in effect from the date of entering into this agreement until July 31, 2023. It shall replace all previous dual enrollment articulation agreements between the parties. Any requested amendments to this agreement and academic calendar shall be made by the district's Superintendent to the College's Chief Academic Officer.

The School Board and the College also maintain a Sentinel Scholars Collegiate Academy Memorandum of Understanding that is a structured high school acceleration program in which a cohort of students is enrolled full time in postsecondary courses toward an association degree, section 1007.273, Florida Statutes (2021).

2. A description of the process by which students and their parents are informed about opportunities for student participation in the dual enrollment program.

It is the responsibility of the district schools to inform students of the availability of the dual enrollment program, requirements, and currently offered courses through educational planning and guidance process. Each school will advertise dual enrollment through a variety of methods. The district schools shall inform all eligible secondary students and their parents of dual enrollment as an educational option, including eligibility criteria and the process by which students and parents exercise their option to participate. The district schools will allow College personnel reasonable access to the schools and students for purposes of program information and dissemination. The district will provide staff to assist College personnel with facilities and requested instructional equipment.

The College shall work with the district schools to provide a live schedule of classes on the College website and will be available to communicate directly with parents and students about dual enrollment options. For information about NFC's Dual Enrollment program call the Office of Dual Enrollment at 850-973-1628 or 850-973-9490. The Office of Dual Enrollment will maintain the NFC Dual Enrollment website. The College will produce NFC Dual Enrollment promotional material. The College will mail information about dual enrollment to a list of qualified students provided by the School Board in the spring of each year. The College and the district schools will work collaboratively to provide annual information sessions as needed, in person or virtually, to parents and students interested in dual enrollment.

Minority enrollment is encouraged in dual enrollment programs. High school guidance counselor or designee will ensure that minority students are provided information about the dual enrollment program, including the advantages afforded students who register for college courses while in high school. Both the College and the school district hold a shared philosophy and desire to serve the goal of increasing minority enrollment in the dual enrollment program; therefore, at the school district's discretion, information about the dual enrollment program shall be provided to all students starting in middle school for the purpose of preparing students and their families for dual enrollment eligibility.

3. A delineation of courses and programs available to students eligible to participate in dual enrollment.

For the purposes of the dual enrollment articulation agreement, the programs articulated under this agreement include:

A. Dual Enrollment Section 1007.271, Florida Statutes (2021)

1. Section 1007.271(1), Florida Statutes (2021), states "dual enrollment program is the enrollment of an eligible secondary student or home education student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree. A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student."

2. Students are permitted to enroll in these programs in fall and spring terms during school hours and after school hours. In addition, eligible secondary school students shall be permitted to enroll in eligible courses regardless of delivery method. Any student so enrolled shall be exempt from the payment of registration, matriculation, and laboratory fees.

3. Part time Dual Enrollment may take up to 11 credit hours per term.

B. Early Admission Dual Enrollment Section 1007.271(10), Florida Statutes (2021)

Early admission is a form of dual enrollment through which eligible secondary students enroll in a post-secondary institution on a full-time basis (minimum of 12 credit hours and a maximum of 15 credit hours per term) in courses that are creditable toward the high school diploma and the associate degree. Students who wish to register for more than 15 credit hours per term need permission of the Dean of Academic Affairs. Those students are eligible to participate in high school athletics.

C. Career Dual Enrollment Section 1007.271(7), Florida Statutes (2021)

1. Career dual enrollment was established by the Legislature as a positive measure to expand the scope of the dual enrollment program. Students may take up to 330 vocational clock hours per term part time Career Dual Enrollment.

2. This type of dual enrollment shall be provided as a curricular option for eligible secondary students to earn industry certifications pursuant to section 1008.44, Florida Statutes (2021) which count as credits toward the high school diploma.

3. For 2022-2023, CWE (Career and Workforce Education) programs available for eligible secondary students are *Certified Production Technology and the CMS Correctional Basic Recruit Training Program. *Pending SACSCOC approval.

D. Career Early Admission Section 1007.271(11), Florida Statutes (2021)

Career early admission is a form of career dual enrollment through which eligible secondary students enroll full-time (330+ clock hours per term) in postsecondary programs leading to industry certifications, as listed in the CAPE Postsecondary Industry Certification Funding List. Students who wish to register for more than 480 vocational clock hours per term need permission of the Dean of Academic Affairs. "Participation in the career early admissions

program is limited to students who have completed a minimum of 4 semesters of full-time secondary enrollment, including studies undertaken in ninth grade" section 1007.271(11), Florida Statutes (2021). For 2022-2023, CWE (Career and Workforce Education) program available for eligible secondary students is the Early Childhood Professional Certificate (ECPC).

E. Early College Program Section 1007.273, Florida Statutes (2021)

The early college program is an option for public school students to enroll in a structured high school acceleration program in which a cohort of students is enrolled full time in postsecondary courses toward an associate degree. The early college program must prioritize courses applicable as general education core courses under section 1007.25, Florida Statutes (2021) for an associate degree or a baccalaureate degree.

North Florida College encourages students who wish to enroll in college credit courses to concentrate on general education courses. Students who intend to earn an Associate in Arts or Baccalaureate degree should carefully evaluate each course to determine its applicability to meeting degree requirements. College credit courses are defined as those courses that meet requirements for Advanced Technical Diplomas, College Credit Certificates, Associate in Arts, and Associate in Science.

Dual enrollment courses may be taken at the College or at the high school site or at any location where college courses are taught, subject to approval by the high school guidance counselor or designee. In addition, eligible secondary school students shall be permitted to enroll in eligible courses regardless of delivery method.

A list of courses available to students through dual enrollment is available at:

- Academic List: https://www.fldoe.org/core/fileparse.php/5421/urlt/AcademicList.pdf
- Career/Technical List: https://www.fldoe.org/core/fileparse.php/5421/urlt/CareerTechList.pdf

4. A description of the process by which students and their parents exercise options to participate in the dual enrollment program.

The high school will promote the dual enrollment program by informing students and their parents about the ramifications of taking college credit courses while in high school. The high school will provide parents and students who may be eligible to take dual enrollment courses the eligibility criteria to apply and register for college courses. Students will be responsible for completing the dual enrollment applications and returning the completed application to the high school counselor. The high school counselor will submit dual enrollment applications to the NFC Dual Enrollment Coordinator. Students will register for classes through their high school counselor; they may not register online or directly through NFC staff.

Application Process for New Dual Enrollment Students

Step 1: Meet with high school guidance counselor to determine dual enrollment options.

Step 2: Meet required assessment testing (Appendix D).

Step 3: Complete the NFC dual enrollment application and give to high school guidance counselor. Requires parent signature.

Step 4: The high school counselor will submit dual enrollment applications to the NFC Dual Enrollment Coordinator by August 1 for Fall 2022 and December 1 for Spring 2023. Completed applications will include the NFC application and test scores. The high school guidance will confirm the student has the appropriate class standing and test scores to be eligible for dual enrollment prior to forwarding the application to the College. The College will send Dual Enrollment Acceptance letters to the student's home address, email provided on the dual enrollment application, and the school guidance counselor's email. It is the student's responsibility to complete the admission process following the instructions in the letter.

Step 5: Meet with the high school guidance counselor to assist with choosing appropriate courses.

Step 6: Complete the NFC registration form that includes current unweighted high school GPA verification. Guidance counselor signature required. Counselor will submit form to NFC for registration during published registration period. Certain Career and Workforce Education (CWE) programs have a separate application process. See an Academic Advisor for details.

Step 7: The student should confirm registration by logging into their MyNFC account and checking their current registration in Banner.

Step 8: Complete college courses with a grade C or better.

The student is responsible for applying for admission and meeting admission requirements prior to the published deadlines. Incomplete applications will cause delays that may prevent registration into the desired course or program.

Dual enrolled students will be assigned the catalog year in which they were admitted while dual enrolled. If a dual enrolled student intends to graduate from NFC prior to or simultaneously with high school graduation, the College will determine graduation requirements based on the beginning date of the student's dual enrollment participation.

The district schools are responsible for ensuring completion of requirements for graduation from high school for students approved for early admission. The admission criteria and GPA requirements are the same as regular dual enrollment.

Maximum Course Load

Dual Enrollment: up to 11 credits per term
Early Admission Dual Enrollment: 12 – 15 credits per term
Career Dual Enrollment: up to 330 clock hours per term
Career Early Admission: 330+ clock hours per term

Withdrawing from Classes

Students must contact their guidance counselor to withdraw from classes. The guidance counselor will submit the withdrawal with required signature to the Dual Enrollment Coordinator to withdraw a student from class. Withdrawing from a course after the drop/add period counts as an attempt and a final grade of "W" will be reflected on the student's NFC transcript.

Maximum Age for Participation in Dual Enrollment
The maximum age for participation in dual enrollment is 19. Student must not be over age 19 by the first day of fall semester to participate in dual enrollment for that academic year. With extenuating circumstances, students may appeal the maximum age limit by submitting a written request to the Dean of Academic Affairs. The decision of the Dean is final.

Students who enroll in college courses in the summer of their high school graduation must do so as degree seeking students rather than dual enrolled students unless the college course begins and ends prior to their high school graduation date and contributes to the requirements necessary for high school graduation.

Testing
For dual enrollment purposes, high school students may test in the NFC Testing Center or Live Oak Location. Set up an appointment by calling 850-973-9451 (NFC Testing Center) or 386-364-5093 (Live Oak Location) or emailing testing@nfc.edu. PERT Testing at the NFC Testing Center or Live Oak Location is limited to twice each semester. If ACT and ACT scores are used for placement, individual student score reports are now required. See Appendix D for minimum score requirements.

Grades

Dual enrollment courses must be weighted the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when the GPA is calculated.

Dual enrollment courses become part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.

5. A list of any additional initial student eligibility requirements for participation in the dual enrollment program.

An eligible secondary student is defined in section 1007.271(2), Florida Statutes (2021), as a student who is enrolled in a Florida public school or a Florida private secondary school that is in compliance with section 1002.42(2), Florida Statutes (2021) and provides a secondary curriculum pursuant to section 1003.4282, Florida Statutes (2021). Confirmation of compliance must be provided to the college from the non-public institution. Evidence of compliance can be a letter attesting that the non-public school complies or the receipt of actual documentation, i.e., catalogs, etc.

Students must meet the following eligibility criteria:

- Be enrolled as a student in a Florida public or nonpublic secondary school (grades 6-12), or in a home education program. The College limits eligible students in grades 6-8 to one course per semester. The number of semester hours that an eligible student in grades 9-12 enrolls each term is at the discretion of the high school counselor. The College recommends that eligible

students in grades 9 and 10 limit coursework to two courses per semester and students in grades 11 limit coursework to three courses per semester.

- Achieve and maintain, with no exceptions, an unweighted 3.0 high school grade point average to enroll in college credit courses.
- Achieve and maintain, with no exceptions, an unweighted 2.0 high school grade point average to enroll in career dual enrollment courses.
- Students must achieve a minimum score for reading, writing, and math preparation through submission of appropriate placement test scores pursuant to Rule 6A-14.064 and Rule 6A-10.0315 Florida Administrative Code (F.A.C.). No student shall be enrolled in a college credit course on a dual enrollment basis unless the student has demonstrated adequate preparation through submission of appropriate placement test scores in reading, writing, and math. See Appendix D.
- Program admission requirements/exit requirements for CWE programs and other DE eligible limited access programs. The TABE can be exempted if the student meets cut score on a college placement test (ACT, SAT, PERT, or CPT). Students are responsible for costs for placement and/or exit tests.
- Cannot be scheduled to graduate prior to the completion of the dual enrollment course.
- Students may lose the opportunity to participate in the dual enrollment program if they are disruptive to the learning process. Procedure is outline in NFC's Student Handbook.

The high school guidance office is responsible for verifying that the student has earned the required scores on the proper placement test(s) in order to register for a specific course(s). The guidance counselor or designee at the high school will sign the registration form to verify that the student is eligible to take the dual enrollment course(s) and meets dual enrollment high school GPA requirements.

Students enrolling in dual enrollment courses must identify a postsecondary educational objective. The Office of Dual Enrollment will work closely with students, the high school guidance professionals, and NFC advisors in the development of student academic and education plans using DegreeWorks and Advising Plans.

6. A delineation of the high school credit earned for the passage of each dual enrollment course.

Any course that is contained within the common course numbering system shall be eligible if not specifically excluded by Florida Statute, State Board of Education Rule, District Board of Trustees Policy, or District Board or Education Policy. The high school credit awarded may be found in the 2022-2023 Dual Enrollment Course – High School Subject Area Equivalency List which is available at the Florida Department of Education website.

A list of courses available to students through dual enrollment is available at:

- Academic List: https://www.fldoe.org/core/fileparse.php/5421/urlt/AcademicList.pdf
- Career/Technical List: https://www.fldoe.org/core/fileparse.php/5421/urlt/CareerTechList.pdf

The high school guidance office is responsible for dual enrollment students as to the courses which may be used to meet high school graduation requirements.

7. A description of the process for informing students and their parents of college-level course expectations.

The district schools and the College will work collaboratively to notify students and their parents of college-level courses expectations. The College requires all first-time dual enrollment students to attend a Dual Enrollment Orientation Session provided by the College. The College recommends all students be advised by an NFC academic advisor after earning at least 12 credit hours.

The College will inform students and parents of college-level course expectations using the course syllabus which is given to each student in each college-level course at the beginning of each semester. The Office of Academic Affairs shall determine course content in accordance with the Southern Association of Colleges and Schools Commission of Colleges (SACSCOC) criteria and select instructional materials. Course materials and class discussions may reflect topics not typically included in secondary courses which some parents may object to for minors. Courses will not be modified to accommodate variations in student age and/or maturity.

8. The policies and procedures, if any, for determining exceptions to the required grade point averages on an individual student basis.

The College does not allow exceptions to the GPA requirement as specified in section 1007.271, Florida Statutes (2021).

9. The registration policies for dual enrollment courses as determined by the postsecondary institution.

Students must complete their registration form with their high school guidance counselor. The form must be completed with all the required information about course refence numbers (CRNs). The completed registrations forms will be given to the Dual Enrollment Coordinator who will register the students for the courses that are available at the time the form is received. Students with incomplete applications for admissions, which includes all required signatures, will not be allowed to register. Students will also not be registered if they are missing any other pertinent information, such as test scores. The deadline for qualifying scores for fall term is August 1. The deadline for qualifying scores for spring term is December 1. It is the responsibility of the high school to ensure that all student registrations and test scores are in the Office of Dual Enrollment prior to the published registration period. 2022-2023 registration deadlines are available on the College website.

The student should confirm registration by logging into their MyNFC account and checking their current registration in Banner.

The complete Academic Calendar can be found on the NFC website:
https://www.nfc.edu/current-students/academic-calendar/

A student may not be registered in one course and attend another course. Assuming valid reasons for a change from the course for which the student registered, the Drop/Add Form must be processed to reflect the actual situation; such paperwork must be processed immediately, not at the end of the term.

Dual enrollment courses may be taken at the College or at the high school site or an any site where college courses are taught, subject to approval by the high school guidance counselor.

10. Exceptions, if any, to the professional rules, guidelines, and expectations stated in the faculty or adjunct faculty handbook for the postsecondary institution.

The College does not make any exception to rules, guidelines, or expectations for faculty members.

Criteria for Accreditation:
The selection, development, and retention of competent faculty at all academic levels are of major importance to the educational quality of dual enrollment programs. The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) criteria require that NFC provide evidence that it has employed faculty members qualified to accomplish the purposes of the program and the institution as well as fulfill the intent of SACSCOC accreditation guidelines. Faculty must meet the requirements of SACSCOC criteria for academic and professional preparation. According to SACSCOC, requirements for faculty teaching associate degree courses designed for transfer to a baccalaureate degree are as follows: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline). The credentials for all full-time and adjunct instructors in all programs will be maintained in the office of the Chief Academic Officer.

North Florida College will provide for the orientation, supervision, and evaluation of all full-time and adjunct instructors.

- The Director of Curriculum and Instruction, with the involvement of the appropriate department chair, will hold an orientation meeting for adjunct faculty. All adjunct faculty teaching dual enrollment courses are required to attend.
- The Director of Curriculum and Instruction will meet with or email the adjunct faculty at least once each term for the purpose of discussing and clarifying institutional policies and procedures as well as expectations.
- The Director of Curriculum and Instruction will partner the adjunct faculty member with a full-time faculty member in the same discipline who acts as a content "go to" person.
- The Director of Curriculum and Instruction will conduct periodic evaluations of the performance of adjunct faculty members. Such evaluations may include classroom visitations, assessment of instructional materials including tests and other measures of student progress, and student evaluations of instruction. These evaluations will be maintained in the Office of Academic Affairs.
- The faculty handbook is accessible through the NFC website. All faculty are expected to adhere to the professional guidelines, rules, and expectations therein.
- The student handbook is accessible through the NFC website. The student handbook is included in the College Catalog available on the College website and details add/drop and withdrawal policies, student code of conduct, grading polices, critical dates, etc. All faculty are expected to adhere to the professional guidelines, rules, and expectations therein.

Personnel Assignments:

- The Dean of Academic Affairs will be responsible for approving faculty to teach dual enrollment courses. The high school is responsible for providing the College Chief Academic Officer with the graduate transcripts of a resident faculty member that it desires to put forward as a possible teacher of NFC courses.
- The faculty assigned to teach dual enrollment courses will meet SACSCOC criteria. The College will collaborate with the School Board in making faculty appointments to teach dual enrollment

courses at the high school.

- School District personnel teaching dual enrollment classes on the high school campus during regular high school hours are paid for by the school district.
- There will be an orientation for instructors assigned to teach dual enrollment courses. This will be part of the College preplanning activities and will be directed by the Director of Curriculum and Instruction.
- The purpose of the orientation session will be to share important information and instructional materials that will support and enhance teaching effectiveness. Instructional effectiveness throughout the district remains a high priority for the College.

11. Exceptions, if any, to the rules, guidelines, and expectations stated in the student handbook of the postsecondary institution which apply to faculty members.

The College student handbook does not state any exception to rules, guidelines, or expectations for faculty members.

12. The responsibilities of the school district regarding the determination of student eligibility before participating in the dual enrollment program and the monitoring of student performance while participating in the dual enrollment program.

The high school will designate an individual responsible for serving as the contact person for dual enrollment. The high school will be responsible for the following administrative tasks:

- Identifying students who may be eligible for and benefit from dual enrollment.
- Verifying that the student is eligible to register for dual enrollment courses on the basis of documented placement test scores, high school GPA, and readiness for college.
- Ensuring that the student registrations are in the Office of Dual Enrollment in accordance with the published registration period.
- Assuring reasonable access to schools and students by College personnel for purposes of program information and dissemination.
- Providing staff to assist College personnel with facilities and requested instructional equipment.
- Responding to requests for transcripts for dual enrollment students in a timely manner.
- Providing students access to College adopted textbooks and instructional materials.
- Adhering to the College calendar. (Appendix B)

The evaluation of students and the assigning of grades are the prerogatives and responsibilities of the faculty member assigned to teach the class in which the students are enrolled. The method for determining the final course grade, including activities to be graded and their respective weighting shall be specified in the course syllabus and distributed to the student. Any unavoidable changes to the grading policies in the syllabus must be communicated in writing to each student in the course. Instructors may assign only those grades specified in the catalog. The instructor of record must assign all grades in a given course.

All faculty at the College send "early alerts" to academic advisors two times a semester when students are underperforming in class. The Dual Enrollment Coordinator will send the student and the high school

guidance office a copy of the unsatisfactory performance notice. If more information is needed, the Dual Enrollment Coordinator will contact the instructor.

If an emergency prevents the instructor from assigning final grades, the College department chair using original student records, course syllabus, and other appropriate information will assign final grades. Under such circumstances, a written explanation of the situation will be attached to the final grade roster.

Student who earn a grade of D, F, or WF will not be able to register the following semester. After a one semester "sit out," the student may register with the approval of the high school counselor or designee. Courses in which a grade of D, F, or WF is earned may be repeated one time for grade forgiveness if approved by the high school counselor or designee and if the college GPA is 2.0 or higher. All grades, including those forgiven, will remain on the College transcript and may be used for admissions and financial aid eligibility.

If a dual enrolled student withdraws from a college credit course and received the grade of "W," the high school guidance counselor or designee makes the determination whether or not the student registers the next term. Any student receiving a "W" grade in a course may repeat the course with the approval of the high school counselor or designee. Student are ineligible for dual enrollment if the college GPA is below 2.0 or unweighted high school GPA is below 3.0.

All grades, including "W" grades for withdrawal, count as course attempts and become part of the student's college transcript; they may affect subsequent postsecondary admission and financial aid. As dual enrolled, the student is limited to two attempts per course.

Eligible secondary students are entitled to participate in dual enrollment for a maximum of 70 credit hours. Students requesting to dual enroll in excess of 70 credit hours will be required to submit a written request to the Dean of Academic Affairs. The decision of the Dean is final.

Regular and consistent attendance facilitates student success. Absences beyond the equivalent of two weeks of class are considered to be excessive and thus may impact a student's course grade. Typically, two weeks of class would be four class meetings for a three-credit hour course on MW or TR. There are no "excused" absences. An absence is an absence, and students are responsible for material covered during their absence. In addition, if there is no verifiable participation within the first week of the term, the student will be dropped from the class for nonattendance. This includes all methods of delivery. CWE programs may have specific attendance policies. See course syllabi for specific information.

13. The responsibilities of the postsecondary institution regarding the transmission of student grades in dual enrollment courses to the school district.

The College will maintain official student records in the Office of the Registrar. The Office of Dual Enrollment will send student letter grades to the high school guidance office within ten (10) days of the last class day of the College term. This letter grade shall be posted to the high school transcript, section 1007.271(20), Florida Statutes (2021).

The College and School Board shall jointly assume responsibility for the implementation and enforcement of any rights and responsibilities that arise by the creation, maintenance, and use of any "records" and "reports" regarding any high school students enrolled in accordance with all applicable

laws, including but not limited to section 1002.22, Florida Statutes (2021). Each shall be responsible for "records" and "reports" maintained, housed, or stored by the respective institutions.

14. A funding provision that delineates costs incurred by each entity.

- Section 1007.271(21)(n), Florida Statutes (2021), Dual Enrollment Programs, requires school districts pay the standard tuition rate per credit hour to the College for dual enrollment instruction. The methodology for determining student cost is outlined in Appendix C.
- The non-public secondary schools shall be held to the same statutory requirements regarding tuition payment to the College as the school districts.
- For fall and spring terms, an invoice will be sent to the school districts and the non-public secondary schools at the conclusion of the college term's verification of class attendance. The invoice will reflect the total number of hours enrolled times the established tuition rate per credit hour as outlined in Appendix C. Payment is due upon receipt of the invoice.
- School districts and non-public secondary schools will not be invoiced for students who drop college classes during the prescribed drop/add period.
- School districts and non-public secondary schools will be invoiced for students who withdraw ("W" grade) during the withdrawal period as outlined in the academic calendar.
- The College application fee will not be assessed while students participate in the Dual Enrollment Program. However, the application fee will be assessed when students enter a degree program at North Florida College following graduation from high school.
- The choice of textbooks and instructional materials shall be a college responsibility with the actual selection being a function of the faculty teaching a specific course. Upon approval of an adopted text(s) for a course, this adoption shall remain in effect for two full calendar years. In urgent cases, permission to discontinue a text at an earlier date may be granted by the appropriate college department chair.
- The School Board will provide the student with the required textbook(s) and other instructional materials. The School Board will take ownership of the textbooks and other instructional materials at the time of purchase and will reuse the materials whenever possible in future dual enrollment courses, as long as they are required for such courses. The School Board is responsible for developing its own procedures for distributing textbooks in a timely manner for student use and for collecting textbooks upon the conclusion of the semester. The College will provide a list of required textbooks for each course on the College website at least 45 days prior to the start of the term.
- Consumable materials assigned for use with dual enrollment courses will be issued to students. The cost of these consumables will be included on the invoice sent to the school districts and the non-public secondary schools at the conclusion of the college term's verification of class attendance. Costs are outlined in Appendix C.
- All students are exempt from the payment of tuition and all fees, section 1007.271(2), Florida Statutes (2021).

15. Any institutional responsibilities for student transportation, if provided.

The student, the parents of said student, or the School Board shall provide transportation.

16. Section 1007.271(25), Florida Statutes (2021), requires that the dual enrollment articulation agreement include services and resources that are available to students with disabilities who register for dual enrollment.

- The school guidance counselor or designee will ensure that qualified students with disabilities (including those who have Individual Education Plans or 504 Plans) are provided information about the dual enrollment program. The School District understands that the accommodations and modifications provided to the student under the IEP are not automatically provided in the postsecondary setting. The College cannot be held to the decisions of the IEP Committee. The College has a separate procedure for approving accommodations for students with disabilities. The school will refer the student and his/her parents to the Disability Resource Center on the College main campus and will provide copies of relevant documentation to the College. This contract serves as a release of information. IEP's may not be sufficient evidence. The School Board is responsible for all student testing to determine disabilities. Accommodations from the college will proceed upon completion of the intake with the parent and student and receipt of appropriate records.
- Accommodation provisions will be individually determined by the College according to Florida Statute and Florida Administrative Codes. The College agrees to arrange and provide accommodations for dual enrolled students receiving instruction at the College campus or one of its extension locations. The School District agrees to arrange and provide accommodations for dual enrolled students receiving instruction on the high school campus. The high school guidance counselor will ensure that the College determinations are followed at the high school campus. The School District is responsible to ensure that the student receives all accommodations determined by the College. If a high school student has a dedicated, paid staff member as an aid/assistant, the School District agrees to send that staff member with the student to the College classes. The College does not provide personal care attendants for students. Situations not covered by the above agreement will be discussed and decided on a case by case basis between the parties. NFC Disability Resource Center (DRC) 850-973-9403.

Appendix A

Dual Enrollment Eligible Degrees and Certificates

Associate in Arts Degree – A.A.

Associate in Science Degree – A.S.

- Accounting Technology
- Business Administration
- Criminal Justice Technology
- Emergency Medical Services
- Engineering Technology

College Credit Certificates

- Accounting Technology Management
- Accounting Technology Operations
- Accounting Technology Specialist
- Business Operations
- Human Resources Administrator
- Criminal Justice Technology Specialist
- Emergency Medical Technician (EMT-Basic)
- Engineering Technology Support Specialist
- Lean Manufacturing
- Pneumatics, Hydraulics and Motors for Manufacturing
- Medical Coder/Biller

Career and Workforce Certificates

- *Certified Production Technology
- Florida CMS Correctional Basic Recruit Academy
- Early Childhood Professional Certificate (ECPC)

*Pending SACSCOC approval

Prior to enrolling in a certification program, it is the student's responsibility to meet with a College Academic Advisor to ensure the student meets all eligibility requirements of the program. See the NFC College Catalog for current information.

Appendix B

2022 - 2023 Academic Calendar
North Florida College

DRAFT – 2022 – 2023 Academic Calendar

TRADITIONAL TERM

2022	*Term I*	*Comments*
August 15, 16	Faculty Planning Days	
August 17	Classes Begin	
Sept. 5	LABOR DAY Holiday	
Nov. 11	VETERANS DAY Holiday	
Nov. 23, 24, 25	THANKSGIVING Holidays	
Dec. 5	Classes End	
Dec. 6 – 9	Final Exams	
Dec. 13	Grades Due 9:00 a.m.	
Dec. 13, 15	Faculty Planning Days	
Dec. 15	Term Ends. Commencement	

2023	*Term II*	*Comments*
Jan. 3, 4	Faculty Planning Days	
Jan. 5	Classes Begin	
Jan. 16	MARTIN LUTHER KING Holiday	
Feb. 20	PRESIDENTS DAY Holiday	
March 13 – 17	SPRING BREAK	
April 20	Honors Convocation	
Apr. 24	Classes End	
Apr. 25 – 28	Final Exams	
May 2	Grades Due 9:00 a.m.	
May 2, 4	Faculty Planning Days	
May 4	Term Ends. Commencement	

2023	*Term III*	*Comments*
May 8	Classes Begin	
May 29	MEMORIAL DAY Holiday	
June 19	JUNETEENTH Holiday	***under consideration***
July 4	INDEPENDENCE DAY Holiday	
July 20	Classes End	
July 24 & 25	Final Exams	
July 28	Grades Due. Term Ends	

NON-TRADITIONAL TERMS (e.g. Weekend College, Mini-mesters)

Mini A – Dates TBD
Mini B – Dates TBD
Commercial Vehicle Driving – Dates TBD, classes on Fridays, Saturdays, and Sundays
Public Safety – Open Entry/Open Exit

Appendix C

2022 - 2023 Academic Year
North Florida College
Dual Enrollment Cost

Taught on NFC Campus by NFC Instructor — **$71.98/credit hour/vocational credit hour**

Taught on School Board Campus by NFC Instructor — **$71.98/credit hour/vocational credit hour**

Video Conference Delivery from NFC Campus to High School Campus

Instructional Cost	$71.98
Less Public School Instructional Cost for Facilitator -(($17.04 * 15 weeks)/13)*$1.0765)	$21.16
Total Cost	**$50.82/credit hour/vocational credit hour**

Consumable Materials for EMT	
Background check and fingerprinting	60.00
Materials	156.00
Total	**$ 216.00***

***Evaluated annually. Pending NFC Board approval.**

Consumable Materials for Florida CMS Correctional Basic Recruit Training Program	
Introduction to Corrections (CJK-0300)	5.00
Communications (CJK-0305)	5.00
Officer Safety (CJK-0310)	5.00
Facilities and Equipment (CJK-0315)	5.00
Intake and Release (CJK-0320)	5.00
Supervising in a Correctional Facility (CJK-0325)	5.00
Supervising Special Populations (CJK-0330)	5.00
Responding to Incidents and Emergencies (CJK-0335)	5.00
CMS First Aid for Criminal Justice Officers (CJK-0031)	35.00
CMS Criminal Justice Firearms (CJK-0040)	600.84
CMS Criminal Justice Defensive Tactics (CJK-0051)	85.00
Officer Wellness and Physical Abilities (CJK-0340)	5.00
Uniforms and Books	182.81
Background check and Fingerprinting	60.00
Total	**$1008.65***

***Evaluated annually. Pending NFC Board approval.**

Consumable Materials for **Certified Production Technology	
Solid-Works Access Fee	42.00
M5SC Registration Fee	60.00
PSAV Activity Fee	5.00
Accidental Insurance	6.00
Supply Fees (tooling supplies, glasses, cutting fluid gloves, aprons, flash drives, CNC consumables, 3D printer filament)	100.00
Certification Exams ($45.00 X 4)	180.00
Total	**$393.00***

***Evaluated annually. Pending NFC Board approval.**

****Pending SACSCOC approval.**

Appendix D
Dual Enrollment Initial Eligibility and Placement

Dual Enrollment Initial Eligibility 2022-2023					
		PERT	ACT	SAT	Accuplacer
Reading		106	19	24	245
Writing/Language/English		103	17	25	245
Math	MAT 1033 MGF 1106 MGF 1107 STA 2023	114	19	24	(QAS) 242
Math	MAC 1105	123	21	26.5	TBD

*Combination of scores accepted. Scores that are more than two years old may not be used for initial placement 1008.30, Florida Statutes (2021). Rule 6A-10.0315 Common Placement Testing and Instructions and Rule 6A-14.064 College Credit Dual Enrollment. High school students must meet minimum reading, writing, and math scores to dual enroll.

We, the undersigned representatives of North Florida College and the District School Board of Suwannee County, agree to the terms of the program specific component of this Dual Enrollment Articulation Agreement.

John Grosskopf, President
North Florida College

Date

Ted Roush, Superintendent
Suwannee County School District

Date

Ricky Lyons, Chair
District Board of Trustees
North Florida College

Date

Jerry Taylor, Chair
Suwannee County School Board

Date

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

2022-2023 DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN

THE DISTRICT BOARD OF TRUSTEES OF NORTH FLORIDA COLLEGE

And

THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY

This agreement is entered into by and between the District Board of Trustees of North Florida College, Madison, Florida, hereinafter referred to as the "College," and the District School Board of Suwannee County, hereinafter referred to as the "School Board,"

WHEREAS, pursuant to section 1007.271, Florida Statutes (2021), each school district and the community college which serves it must enter into a dual enrollment articulation agreement; and

WHEREAS, the State Board of Education has promulgated SBE Rule 6A-10.024 providing for inter alia, the establishment of joint articulation programs and agreements for college-level instruction for high school students; and

WHEREAS, the parties hereto believe that the adoption of an articulation plan will provide enhanced learning opportunities for qualified students through the efficient use of the College's programs and resources;

NOW, THEREFORE,

The College and the School Board do hereby agree as follows:

There shall be an Articulation Council composed of no fewer than four members. The College representative shall be the Dean of Academic Affairs, the Director of Curriculum and Instruction, the Director of Dual Enrollment, and the Dual Enrollment Coordinator. The School Board representatives shall be the High School Principal, the Curriculum Coordinator, and the Guidance Counselor or designee.

The Articulation Council will submit the articulation agreement to the College President and the School District Superintendent for review and final approval prior to submission to the College Board of Trustees and to the School Board. Upon signature, the Agreement will be in effect until July 31, 2023. The Articulation Council will review the Dual Enrollment Articulation Agreement during the spring semester of each year. The Articulation Council will be responsible for recommending changes in the agreement to the College President and to the School District Superintendent.

The College President will designate the Office of Dual Enrollment as responsible for administrative oversight of the dual enrollment program. The responsibilities include registration, drop/add, attendance verification, and monitoring the program in general.

1. A ratification or modification of all existing articulation agreements.

This agreement shall be in effect from the date of entering into this agreement until July 31, 2023. It shall replace all previous dual enrollment articulation agreements between the parties. Any requested amendments to this agreement and academic calendar shall be made by the district's Superintendent to the College's Chief Academic Officer.

The School Board and the College also maintain a Sentinel Scholars Collegiate Academy Memorandum of Understanding that is a structured high school acceleration program in which a cohort of students is enrolled full time in postsecondary courses toward an association degree, section 1007.273, Florida Statutes (2021).

2. A description of the process by which students and their parents are informed about opportunities for student participation in the dual enrollment program.

It is the responsibility of the district schools to inform students of the availability of the dual enrollment program, requirements, and currently offered courses through educational planning and guidance process. Each school will advertise dual enrollment through a variety of methods. The district schools shall inform all eligible secondary students and their parents of dual enrollment as an educational option, including eligibility criteria and the process by which students and parents exercise their option to participate. The district schools will allow College personnel reasonable access to the schools and students for purposes of program information and dissemination. The district will provide staff to assist College personnel with facilities and requested instructional equipment.

The College shall work with the district schools to provide a live schedule of classes on the College website and will be available to communicate directly with parents and students about dual enrollment options. For information about NFC's Dual Enrollment program call the Office of Dual Enrollment at 850-973-1628 or 850-973-9490. The Office of Dual Enrollment will maintain the NFC Dual Enrollment website. The College will produce NFC Dual Enrollment promotional material. The College will mail information about dual enrollment to a list of qualified students provided by the School Board in the spring of each year. The College and the district schools will work collaboratively to provide annual information sessions as needed, in person or virtually, to parents and students interested in dual enrollment.

Minority enrollment is encouraged in dual enrollment programs. High school guidance counselor or designee will ensure that minority students are provided information about the dual enrollment program, including the advantages afforded students who register for college courses while in high school. Both the College and the school district hold a shared philosophy and desire to serve the goal of increasing minority enrollment in the dual enrollment program; therefore, at the school district's discretion, information about the dual enrollment program shall be provided to all students starting in middle school for the purpose of preparing students and their families for dual enrollment eligibility.

3. A delineation of courses and programs available to students eligible to participate in dual enrollment.

For the purposes of the dual enrollment articulation agreement, the programs articulated under this agreement include:

A. **Dual Enrollment Section 1007.271, Florida Statutes (2021)**

1. Section 1007.271(1), Florida Statutes (2021), states "dual enrollment program is the enrollment of an eligible secondary student or home education student in a postsecondary course creditable toward high school completion and a career certificate or an associate or baccalaureate degree. A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student."

2. Students are permitted to enroll in these programs in fall and spring terms during school hours and after school hours. In addition, eligible secondary school students shall be permitted to enroll in eligible courses regardless of delivery method. Any student so enrolled shall be exempt from the payment of registration, matriculation, and laboratory fees.

3. Part time Dual Enrollment may take up to 11 credit hours per term.

B. **Early Admission Dual Enrollment Section 1007.271(10), Florida Statutes (2021)**

Early admission is a form of dual enrollment through which eligible secondary students enroll in a post-secondary institution on a full-time basis (minimum of 12 credit hours and a maximum of 15 credit hours per term) in courses that are creditable toward the high school diploma and the associate degree. Students who wish to register for more than 15 credit hours per term need permission of the Dean of Academic Affairs. Those students are eligible to participate in high school athletics.

C. **Career Dual Enrollment Section 1007.271(7), Florida Statutes (2021)**

1. Career dual enrollment was established by the Legislature as a positive measure to expand the scope of the dual enrollment program. Students may take up to 330 vocational clock hours per term part time Career Dual Enrollment.

2. This type of dual enrollment shall be provided as a curricular option for eligible secondary students to earn industry certifications pursuant to section 1008.44, Florida Statutes (2021) which count as credits toward the high school diploma.

3. For 2022-2023, CWE (Career and Workforce Education) programs available for eligible secondary students are *Certified Production Technology and the CMS Correctional Basic Recruit Training Program. *Pending SACSCOC approval.

Cl. **Career Early Admission Section 1007.271(11), Florida Statutes (2021)**

Career early admission is a form of career dual enrollment through which eligible secondary students enroll full-time (330+ clock hours per term) in postsecondary programs leading to industry certifications, as listed in the CAPE Postsecondary Industry Certification Funding List. Students who wish to register for more than 480 vocational clock hours per term need permission of the Dean of Academic Affairs. "Participation in the career early admissions

program is limited to students who have completed a minimum of 4 semesters of full-time secondary enrollment, including studies undertaken in ninth grade" section 1007.271(11), Florida Statutes (2021). For 2022-2023, CWE (Career and Workforce Education) program available for eligible secondary students is the Early Childhood Professional Certificate (ECPC).

E. Early College Program Section 1007 .273, Florida Statutes (2021)

The early college program is an option for public school students to enroll in a structured high school acceleration program in which a cohort of students is enrolled full time in postsecondary courses toward an associate degree. The early college program must prioritize courses applicable as general education core courses under section 1007.25, Florida Statutes (2021) for an associate degree or a baccalaureate degree.

North Florida College encourages students who wish to enroll in college credit courses to concentrate on general education courses. Students who intend to earn an Associate in Arts or Baccalaureate degree should carefully evaluate each course to determine its applicability to meeting degree requirements. College credit courses are defined as those courses that meet requirements for Advanced Technical Diplomas, College Credit Certificates, Associate in Arts, and Associate in Science.

Dual enrollment courses may be taken at the College or at the high school site or at any location where college courses are taught, subject to approval by the high school guidance counselor or designee. In addition, eligible secondary school students shall be permitted to enroll in eligible courses regardless of delivery method.

A list of courses available to students through dual enrollment is available at:

- Academic List: https://www.fldoe.org/core/fileparse.php/5421/urlt/AcademicList.pdf
- Career/Technical List: https://www.fldoe.org/core/fileparse.php/5421/urlt/CareerTechList.pdf

4. A description of the process by which students and their parents exercise options to participate in the dual enrollment program.

The high school will promote the dual enrollment program by informing students and their parents about the ramifications of taking college credit courses while in high school. The high school will provide parents and students who may be eligible to take dual enrollment courses the eligibility criteria to apply and register for college courses. Students will be responsible for completing the dual enrollment applications and returning the completed application to the high school counselor. The high school counselor will submit dual enrollment applications to the NFC Dual Enrollment Coordinator. Students will register for classes through their high school counselor; they may not register online or directly through NFC staff.

Application Process for New Dual Enrollment Students

Step 1: Meet with high school guidance counselor to determine dual enrollment options.

Step 2: Meet required assessment testing (Appendix D).

Step 3: Complete the NFC dual enrollment application and give to high school guidance counselor. Requires parent signature.

Step 4: The high school counselor will submit dual enrollment applications to the NFC Dual Enrollment Coordinator by August 1 for Fall 2022 and December 1 for Spring 2023. Completed applications will include the NFC application and test scores. The high school guidance will confirm the student has the appropriate class standing and test scores to be eligible for dual enrollment prior to forwarding the application to the College. The College will send Dual Enrollment Acceptance letters to the student's home address, email provided on the dual enrollment application, and the school guidance counselor's email. It is the student's responsibility to complete the admission process following the instructions in the letter.

Step 5: Meet with the high school guidance counselor to assist with choosing appropriate courses.

Step 6: Complete the NFC registration form that includes current unweighted high school GPA verification. Guidance counselor signature required. Counselor will submit form to NFC for registration during published registration period. Certain Career and Workforce Education (CWE) programs have a separate application process. See an Academic Advisor for details.

Step 7: The student should confirm registration by logging into their MyNFC account and checking their current registration in Banner.

Step 8: Complete college courses with a grade C or better.

The student is responsible for applying for admission and meeting admission requirements prior to the published deadlines. Incomplete applications will cause delays that may prevent registration into the desired course or program.

Dual enrolled students will be assigned the catalog year in which they were admitted while dual enrolled. If a dual enrolled student intends to graduate from NFC prior to or simultaneously with high school graduation, the College will determine graduation requirements based on the beginning date of the student's dual enrollment participation.

The district schools are responsible for ensuring completion of requirements for graduation from high school for students approved for early admission. The admission criteria and GPA requirements are the same as regular dual enrollment.

Maximum Course Load

Dual Enrollment: up to 11 credits per term
Early Admission Dual Enrollment: 12 – 15 credits per term
Career Dual Enrollment: up to 330 clock hours per term
Career Early Admission: 330+ clock hours per term

Withdrawing from Classes

Students must contact their guidance counselor to withdraw from classes. The guidance counselor will submit the withdrawal with required signature to the Dual Enrollment Coordinator to withdraw a student from class. Withdrawing from a course after the drop/add period counts as an attempt and a final grade of "W" will be reflected on the student's NFC transcript.

Maximum Age for Participation in Dual Enrollment
The maximum age for participation in dual enrollment is 19. Student must not be over age 19 by the first day of fall semester to participate in dual enrollment for that academic year. With extenuating circumstances, students may appeal the maximum age limit by submitting a written request to the Dean of Academic Affairs. The decision of the Dean is final.

Students who enroll in college courses in the summer of their high school graduation must do so as degree seeking students rather than dual enrolled students unless the college course begins and ends prior to their high school graduation date and contributes to the requirements necessary for high school graduation.

Testing
For dual enrollment purposes, high school students may test in the NFC Testing Center or Live Oak Location. Set up an appointment by calling 850-973-9451 (NFC Testing Center) or 386-364-5093 (Live Oak Location) or emailing testing@nfc.edu. PERT Testing at the NFC Testing Center or Live Oak Location is limited to twice each semester. If ACT and ACT scores are used for placement, individual student score reports are now required. See Appendix D for minimum score requirements.

Grades

Dual enrollment courses must be weighted the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when the GPA is calculated.

Dual enrollment courses become part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA.

5. A list of any additional initial student eligibility requirements for participation in the dual enrollment program.

An eligible secondary student is defined in section 1007.271(2), Florida Statutes (2021), as a student who is enrolled in a Florida public school or a Florida private secondary school that is in compliance with section 1002.42(2), Florida Statutes (2021) and provides a secondary curriculum pursuant to section 1003.4282, Florida Statutes (2021). Confirmation of compliance must be provided to the college from the non-public institution. Evidence of compliance can be a letter attesting that the non-public school complies or the receipt of actual documentation, i.e., catalogs, etc.

Students must meet the following eligibility criteria:

- Be enrolled as a student in a Florida public or nonpublic secondary school (grades 6-12), or in a home education program. The College limits eligible students in grades 6-8 to one course per semester. The number of semester hours that an eligible student in grades 9-12 enrolls each term is at the discretion of the high school counselor. The College recommends that eligible

students in grades 9 and 10 limit coursework to two courses per semester and students in grades 11 limit coursework to three courses per semester.

- Achieve and maintain, with no exceptions, an unweighted 3.0 high school grade point average to enroll in college credit courses.
- Achieve and maintain, with no exceptions, an unweighted 2.0 high school grade point average to enroll in career dual enrollment courses.
- Students must achieve a minimum score for reading, writing, and math preparation through submission of appropriate placement test scores pursuant to Rule 6A-14.064 and Rule 6A-10.0315 Florida Administrative Code (F.A.C.). No student shall be enrolled in a college credit course on a dual enrollment basis unless the student has demonstrated adequate preparation through submission of appropriate placement test scores in reading, writing, and math. See Appendix D.
- Program admission requirements/exit requirements for CWE programs and other DE eligible limited access programs. The TABE can be exempted if the student meets cut score on a college placement test (ACT, SAT, PERT, or CPT). Students are responsible for costs for placement and/or exit tests.
- Cannot be scheduled to graduate prior to the completion of the dual enrollment course.
- Students may lose the opportunity to participate in the dual enrollment program if they are disruptive to the learning process. Procedure is outline in NFC's Student Handbook.

The high school guidance office is responsible for verifying that the student has earned the required scores on the proper placement test(s) in order to register for a specific course(s). The guidance counselor or designee at the high school will sign the registration form to verify that the student is eligible to take the dual enrollment course(s) and meets dual enrollment high school GPA requirements.

Students enrolling in dual enrollment courses must identify a postsecondary educational objective. The Office of Dual Enrollment will work closely with students, the high school guidance professionals, and NFC advisors in the development of student academic and education plans using DegreeWorks and Advising Plans.

6. A delineation of the high school credit earned for the passage of each dual enrollment course.

Any course that is contained within the common course numbering system shall be eligible if not specifically excluded by Florida Statute, State Board of Education Rule, District Board of Trustees Policy, or District Board or Education Policy. The high school credit awarded may be found in the 2022-2023 Dual Enrollment Course – High School Subject Area Equivalency List which is available at the Florida Department of Education website.

A list of courses available to students through dual enrollment is available at:

- Academic List: https://www.fldoe.org/core/fileparse.php/5421/urlt/AcademicList.pdf
- Career/Technical List: https://www.fldoe.org/core/fileparse.php/5421/urlt/CareerTechList.pdf

The high school guidance office is responsible for dual enrollment students as to the courses which may be used to meet high school graduation requirements.

7. A description of the process for informing students and their parents of college-level course expectations.

The district schools and the College will work collaboratively to notify students and their parents of college-level courses expectations. The College requires all first-time dual enrollment students to attend a Dual Enrollment Orientation Session provided by the College. The College recommends all students be advised by an NFC academic advisor after earning at least 12 credit hours.

The College will inform students and parents of college-level course expectations using the course syllabus which is given to each student in each college-level course at the beginning of each semester. The Office of Academic Affairs shall determine course content in accordance with the Southern Association of Colleges and Schools Commission of Colleges (SACSCOC) criteria and select instructional materials. Course materials and class discussions may reflect topics not typically included in secondary courses which some parents may object to for minors. Courses will not be modified to accommodate variations in student age and/or maturity.

8. The policies and procedures, if any, for determining exceptions to the required grade point averages on an individual student basis.

The College does not allow exceptions to the GPA requirement as specified in section 1007.271, Florida Statutes (2021).

9. The registration policies for dual enrollment courses as determined by the postsecondary institution.

Students must complete their registration form with their high school guidance counselor. The form must be completed with all the required information about course refence numbers (CRNs). The completed registrations forms will be given to the Dual Enrollment Coordinator who will register the students for the courses that are available at the time the form is received. Students with incomplete applications for admissions, which includes all required signatures, will not be allowed to register. Students will also not be registered if they are missing any other pertinent information, such as test scores. The deadline for qualifying scores for fall term is August 1. The deadline for qualifying scores for spring term is December 1. It is the responsibility of the high school to ensure that all student registrations and test scores are in the Office of Dual Enrollment prior to the published registration period. 2022-2023 registration deadlines are available on the College website.

The student should confirm registration by logging into their MyNFC account and checking their current registration in Banner.

The complete Academic Calendar can be found on the NFC website:
https://www.nfc.edu/current-students/academic-calendar/

A student may not be registered in one course and attend another course. Assuming valid reasons for a change from the course for which the student registered, the Drop/Add Form must be processed to reflect the actual situation; such paperwork must be processed immediately, not at the end of the term.

Dual enrollment courses may be taken at the College or at the high school site or an any site where college courses are taught, subject to approval by the high school guidance counselor.

10. Exceptions, if any, to the professional rules, guidelines, and expectations stated in the faculty or adjunct faculty handbook for the postsecondary institution.

The College does not make any exception to rules, guidelines, or expectations for faculty members.

Criteria for Accreditation:
The selection, development, and retention of competent faculty at all academic levels are of major importance to the educational quality of dual enrollment programs. The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) criteria require that NFC provide evidence that it has employed faculty members qualified to accomplish the purposes of the program and the institution as well as fulfill the intent of SACSCOC accreditation guidelines. Faculty must meet the requirements of SACSCOC criteria for academic and professional preparation. According to SACSCOC, requirements for faculty teaching associate degree courses designed for transfer to a baccalaureate degree are as follows: doctorate or master's degree in the teaching discipline or master's degree with a concentration in the teaching discipline (a minimum of 18 graduate semester hours in the teaching discipline). The credentials for all full-time and adjunct instructors in all programs will be maintained in the office of the Chief Academic Officer.

North Florida College will provide for the orientation, supervision, and evaluation of all full-time and adjunct instructors.

- The Director of Curriculum and Instruction, with the involvement of the appropriate department chair, will hold an orientation meeting for adjunct faculty. All adjunct faculty teaching dual enrollment courses are required to attend.
- The Director of Curriculum and Instruction will meet with or email the adjunct faculty at least once each term for the purpose of discussing and clarifying institutional policies and procedures as well as expectations.
- The Director of Curriculum and Instruction will partner the adjunct faculty member with a full-time faculty member in the same discipline who acts as a content "go to" person.
- The Director of Curriculum and Instruction will conduct periodic evaluations of the performance of adjunct faculty members. Such evaluations may include classroom visitations, assessment of instructional materials including tests and other measures of student progress, and student evaluations of instruction. These evaluations will be maintained in the Office of Academic Affairs.
- The faculty handbook is accessible through the NFC website. All faculty are expected to adhere to the professional guidelines, rules, and expectations therein.
- The student handbook is accessible through the NFC website. The student handbook is included in the College Catalog available on the College website and details add/drop and withdrawal policies, student code of conduct, grading polices, critical dates, etc. All faculty are expected to adhere to the professional guidelines, rules, and expectations therein.

Personnel Assignments:

- The Dean of Academic Affairs will be responsible for approving faculty to teach dual enrollment courses. The high school is responsible for providing the College Chief Academic Officer with the graduate transcripts of a resident faculty member that it desires to put forward as a possible teacher of NFC courses.
- The faculty assigned to teach dual enrollment courses will meet SACSCOC criteria. The College will collaborate with the School Board in making faculty appointments to teach dual enrollment

courses at the high school.

- School District personnel teaching dual enrollment classes on the high school campus during regular high school hours are paid for by the school district.
- There will be an orientation for instructors assigned to teach dual enrollment courses. This will be part of the College preplanning activities and will be directed by the Director of Curriculum and Instruction.
- The purpose of the orientation session will be to share important information and instructional materials that will support and enhance teaching effectiveness. Instructional effectiveness throughout the district remains a high priority for the College.

11. Exceptions, if any, to the rules, guidelines, and expectations stated in the student handbook of the postsecondary institution which apply to faculty members.

The College student handbook does not state any exception to rules, guidelines, or expectations for faculty members.

12. The responsibilities of the school district regarding the determination of student eligibility before participating in the dual enrollment program and the monitoring of student performance while participating in the dual enrollment program.

The high school will designate an individual responsible for serving as the contact person for dual enrollment. The high school will be responsible for the following administrative tasks:

- Identifying students who may be eligible for and benefit from dual enrollment.
- Verifying that the student is eligible to register for dual enrollment courses on the basis of documented placement test scores, high school GPA, and readiness for college.
- Ensuring that the student registrations are in the Office of Dual Enrollment in accordance with the published registration period.
- Assuring reasonable access to schools and students by College personnel for purposes of program information and dissemination.
- Providing staff to assist College personnel with facilities and requested instructional equipment.
- Responding to requests for transcripts for dual enrollment students in a timely manner.
- Providing students access to College adopted textbooks and instructional materials.
- Adhering to the College calendar. (Appendix B)

The evaluation of students and the assigning of grades are the prerogatives and responsibilities of the faculty member assigned to teach the class in which the students are enrolled. The method for determining the final course grade, including activities to be graded and their respective weighting shall be specified in the course syllabus and distributed to the student. Any unavoidable changes to the grading policies in the syllabus must be communicated in writing to each student in the course. Instructors may assign only those grades specified in the catalog. The instructor of record must assign all grades in a given course.

All faculty at the College send "early alerts" to academic advisors two times a semester when students are underperforming in class. The Dual Enrollment Coordinator will send the student and the high school

guidance office a copy of the unsatisfactory performance notice. If more information is needed, the Dual Enrollment Coordinator will contact the instructor.

If an emergency prevents the instructor from assigning final grades, the College department chair using original student records, course syllabus, and other appropriate information will assign final grades. Under such circumstances, a written explanation of the situation will be attached to the final grade roster.

Student who earn a grade of D, F, or WF will not be able to register the following semester. After a one semester "sit out," the student may register with the approval of the high school counselor or designee. Courses in which a grade of D, F, or WF is earned may be repeated one time for grade forgiveness if approved by the high school counselor or designee and if the college GPA is 2.0 or higher. All grades, including those forgiven, will remain on the College transcript and may be used for admissions and financial aid eligibility.

If a dual enrolled student withdraws from a college credit course and received the grade of "W," the high school guidance counselor or designee makes the determination whether or not the student registers the next term. Any student receiving a "W" grade in a course may repeat the course with the approval of the high school counselor or designee. Student are ineligible for dual enrollment if the college GPA is below 2.0 or unweighted high school GPA is below 3.0.

All grades, including "W" grades for withdrawal, count as course attempts and become part of the student's college transcript; they may affect subsequent postsecondary admission and financial aid. As dual enrolled, the student is limited to two attempts per course.

Eligible secondary students are entitled to participate in dual enrollment for a maximum of 70 credit hours. Students requesting to dual enroll in excess of 70 credit hours will be required to submit a written request to the Dean of Academic Affairs. The decision of the Dean is final.

Regular and consistent attendance facilitates student success. Absences beyond the equivalent of two weeks of class are considered to be excessive and thus may impact a student's course grade. Typically, two weeks of class would be four class meetings for a three-credit hour course on MW or TR. There are no "excused" absences. An absence is an absence, and students are responsible for material covered during their absence. In addition, if there is no verifiable participation within the first week of the term, the student will be dropped from the class for nonattendance. This includes all methods of delivery. CWE programs may have specific attendance policies. See course syllabi for specific information.

13. The responsibilities of the postsecondary institution regarding the transmission of student grades in dual enrollment courses to the school district.

The College will maintain official student records in the Office of the Registrar. The Office of Dual Enrollment will send student letter grades to the high school guidance office within ten (10) days of the last class day of the College term. This letter grade shall be posted to the high school transcript, section 1007.271(20), Florida Statutes (2021).

The College and School Board shall jointly assume responsibility for the implementation and enforcement of any rights and responsibilities that arise by the creation, maintenance, and use of any "records" and "reports" regarding any high school students enrolled in accordance with all applicable

laws, including but not limited to section 1002.22, Florida Statutes (2021). Each shall be responsible for "records" and "reports" maintained, housed, or stored by the respective institutions.

14. A funding provision that delineates costs incurred by each entity.

- Section 1007.271(21)(n), Florida Statutes (2021), Dual Enrollment Programs, requires school districts pay the standard tuition rate per credit hour to the College for dual enrollment instruction. The methodology for determining student cost is outlined in Appendix C.
- The non-public secondary schools shall be held to the same statutory requirements regarding tuition payment to the College as the school districts.
- For fall and spring terms, an invoice will be sent to the school districts and the non-public secondary schools at the conclusion of the college term's verification of class attendance. The invoice will reflect the total number of hours enrolled times the established tuition rate per credit hour as outlined in Appendix C. Payment is due upon receipt of the invoice.
- School districts and non-public secondary schools will not be invoiced for students who drop college classes during the prescribed drop/add period.
- School districts and non-public secondary schools will be invoiced for students who withdraw ("W" grade) during the withdrawal period as outlined in the academic calendar.
- The College application fee will not be assessed while students participate in the Dual Enrollment Program. However, the application fee will be assessed when students enter a degree program at North Florida College following graduation from high school.
- The choice of textbooks and instructional materials shall be a college responsibility with the actual selection being a function of the faculty teaching a specific course. Upon approval of an adopted text(s) for a course, this adoption shall remain in effect for two full calendar years. In urgent cases, permission to discontinue a text at an earlier date may be granted by the appropriate college department chair.
- The School Board will provide the student with the required textbook(s) and other instructional materials. The School Board will take ownership of the textbooks and other instructional materials at the time of purchase and will reuse the materials whenever possible in future dual enrollment courses, as long as they are required for such courses. The School Board is responsible for developing its own procedures for distributing textbooks in a timely manner for student use and for collecting textbooks upon the conclusion of the semester. The College will provide a list of required textbooks for each course on the College website at least 45 days prior to the start of the term.
- Consumable materials assigned for use with dual enrollment courses will be issued to students. The cost of these consumables will be included on the invoice sent to the school districts and the non-public secondary schools at the conclusion of the college term's verification of class attendance. Costs are outlined in Appendix C.
- All students are exempt from the payment of tuition and all fees, section 1007.271(2), Florida Statutes (2021).

15. Any institutional responsibilities for student transportation, if provided.

The student, the parents of said student, or the School Board shall provide transportation.

16. Section 1007.271(25), Florida Statutes (2021), requires that the dual enrollment articulation agreement include services and resources that are available to students with disabilities who register for dual enrollment.

- The school guidance counselor or designee will ensure that qualified students with disabilities (including those who have Individual Education Plans or 504 Plans) are provided information about the dual enrollment program. The School District understands that the accommodations and modifications provided to the student under the IEP are not automatically provided in the postsecondary setting. The College cannot be held to the decisions of the IEP Committee. The College has a separate procedure for approving accommodations for students with disabilities. The school will refer the student and his/her parents to the Disability Resource Center on the College main campus and will provide copies of relevant documentation to the College. This contract serves as a release of information. IEP's may not be sufficient evidence. The School Board is responsible for all student testing to determine disabilities. Accommodations from the college will proceed upon completion of the intake with the parent and student and receipt of appropriate records.
- Accommodation provisions will be individually determined by the College according to Florida Statute and Florida Administrative Codes. The College agrees to arrange and provide accommodations for dual enrolled students receiving instruction at the College campus or one of its extension locations. The School District agrees to arrange and provide accommodations for dual enrolled students receiving instruction on the high school campus. The high school guidance counselor will ensure that the College determinations are followed at the high school campus. The School District is responsible to ensure that the student receives all accommodations determined by the College. If a high school student has a dedicated, paid staff member as an aid/assistant, the School District agrees to send that staff member with the student to the College classes. The College does not provide personal care attendants for students. Situations not covered by the above agreement will be discussed and decided on a case by case basis between the parties. NFC Disability Resource Center (DRC) 850-973-9403.

Appendix A

Dual Enrollment Eligible Degrees and Certificates

Associate in Arts Degree – A.A.

Associate in Science Degree – A.S.

- Accounting Technology
- Business Administration
- Criminal Justice Technology
- Emergency Medical Services
- Engineering Technology

College Credit Certificates

- Accounting Technology Management
- Accounting Technology Operations
- Accounting Technology Specialist
- Business Operations
- Human Resources Administrator
- Criminal Justice Technology Specialist
- Emergency Medical Technician (EMT-Basic)
- Engineering Technology Support Specialist
- Lean Manufacturing
- Pneumatics, Hydraulics and Motors for Manufacturing
- Medical Coder/Biller

Career and Workforce Certificates

- *Certified Production Technology
- Florida CMS Correctional Basic Recruit Academy
- Early Childhood Professional Certificate (ECPC)

*Pending SACSCOC approval

Prior to enrolling in a certification program, it is the student's responsibility to meet with a College Academic Advisor to ensure the student meets all eligibility requirements of the program. See the NFC College Catalog for current information.

Appendix B

2022 - 2023 Academic Calendar
North Florida College

DRAFT – 2022 – 2023 Academic Calendar

TRADITIONAL TERM

2022	*Term I*	*Comments*
August 15, 16	Faculty Planning Days	
August 17	Classes Begin	
Sept. 5	LABOR DAY Holiday	
Nov. 11	VETERANS DAY Holiday	
Nov. 23, 24, 25	THANKSGIVING Holidays	
Dec. 5	Classes End	
Dec. 6 – 9	Final Exams	
Dec. 13	Grades Due 9:00 a.m.	
Dec. 13, 15	Faculty Planning Days	
Dec. 16	Term Ends. Commencement	

2023	*Term II*	*Comments*
Jan. 3, 4	Faculty Planning Days	
Jan. 5	Classes Begin	
Jan. 16	MARTIN LUTHER KING Holiday	
Feb. 20	PRESIDENTS DAY Holiday	
March 13 – 17	SPRING BREAK	
April 20	Honors Convocation	
Apr. 24	Classes End	
Apr. 25 – 28	Final Exams	
May 2	Grades Due 9:00 a.m.	
May 2, 4	Faculty Planning Days	
May 4	Term Ends. Commencement	

2023	*Term III*	*Comments*
May 8	Classes Begin	
May 29	MEMORIAL DAY Holiday	
June 19	JUNETEENTH Holiday	***under consideration***
July 4	INDEPENDENCE DAY Holiday	
July 20	Classes End	
July 24 & 25	Final Exams	
July 26	Grades Due. Term Ends	

NON-TRADITIONAL TERMS (e.g. Weekend College, Mini-mesters)

Mini A – Dates TBD
Mini B – Dates TBD
Commercial Vehicle Driving – Dates TBD, classes on Fridays, Saturdays, and Sundays
Public Safety – Open Entry/Open Exit

Appendix C

2022 - 2023 Academic Year
North Florida College
Dual Enrollment Cost

Taught on NFC Campus by NFC Instructor	$71.98/credit hour/vocational credit hour
Taught on School Board Campus by NFC Instructor	$71.98/credit hour/vocational credit hour

Video Conference Delivery from NFC Campus to High School Campus

Instructional Cost	$71.98
Less Public School Instructional Cost for Facilitator -(($17.04 * 15 weeks)/13)*$1.0765)	$21.16
Total Cost	**$50.82/credit hour/vocational credit hour**

Consumable Materials for EMT	
Background check and fingerprinting	60.00
Materials	156.00
Total	$ 216.00*

*Evaluated annually. Pending NFC Board approval.

Consumable Materials for Florida CMS Correctional Basic Recruit Training Program	
Introduction to Corrections (CJK-0300)	5.00
Communications (CJK-0305)	5.00
Officer Safety (CJK-0310)	5.00
Facilities and Equipment (CJK-0315)	5.00
Intake and Release (CJK-0320)	5.00
Supervising in a Correctional Facility (CJK-0325)	5.00
Supervising Special Populations (CJK-0330)	5.00
Responding to Incidents and Emergencies (CJK-0335)	5.00
CMS First Aid for Criminal Justice Officers (CJK-0031)	35.00
CMS Criminal Justice Firearms (CJK-0040)	600.84
CMS Criminal Justice Defensive Tactics (CJK-0051)	85.00
Officer Wellness and Physical Abilities (CJK-0340)	5.00
Uniforms and Books	182.81
Background check and Fingerprinting	60.00
Total	**$1008.65***

***Evaluated annually. Pending NFC Board approval.**

Consumable Materials for **Certified Production Technology	
Solid-Works Access Fee	42.00
MSSC Registration Fee	60.00
PSAV Activity Fee	5.00
Accidental Insurance	6.00
Supply Fees (tooling supplies, glasses, cutting fluid gloves, aprons, flash drives, CNC consumables, 3D printer filament)	100.00
Certification Exams ($45.00 X 4)	180.00
Total	**$393.00***

***Evaluated annually. Pending NFC Board approval.**

****Pending SACSCOC approval.**

Appendix D
Dual Enrollment Initial Eligibility and Placement

Dual Enrollment Initial Eligibility 2022-2023					
		PERT	ACT	SAT	Accuplacer
Reading		106	19	24	245
Writing/Language/English		103	17	25	245
Math	MAT 1033 MGF 1106 MGF 1107 STA 2023	114	19	24	(QAS) 242
Math	MAC 1105	123	21	26.5	TBD

*Combination of scores accepted. Scores that are more than two years old may not be used for initial placement 1008.30, Florida Statutes (2021). Rule 6A-10.0315 Common Placement Testing and Instructions and Rule 6A-14.064 College Credit Dual Enrollment. High school students must meet minimum reading, writing, and math scores to dual enroll.

We, the undersigned representatives of North Florida College and the District School Board of Suwannee County, agree to the terms of the program specific component of this Dual Enrollment Articulation Agreement.

John Grosskopf, President
North Florida College

Date

Ted Roush, Superintendent
Suwannee County School District

Date

Ricky Lyons, Chair
District Board of Trustees
North Florida College

Date

Jerry Taylor, Chair
Suwannee County School Board

Date

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"