## SUWANNEE COUNTY SCHOOL BOARD PUBLIC HEARING June 28, 2016

#### **AGENDA**

Call to Order -5:55 p.m.

## <u>Director of Human Resources - Dr. Bill Brothers:</u>

1. Final review of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Director of Human Resources.) (pg. 11)

#5.101	Bullying and Harassment (Revision)
#6.16	Substitute Teachers (Revision)
#6.37	Professional Ethics (Revision)
#6.40	Violation of Local, State, and/or Federal Laws (Revision)
#7.121	Antifraud (Revision)
#8.12	Purpose and Functions of the Transportation Department
	(Revision)

Adjourn

<<<>>>>

## SUWANNEE COUNTY SCHOOL BOARD REGULAR MEETING June 28, 2016

#### **AGENDA**

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by RIVEROAK Technical College

## Special Recognition by the Superintendent:

- Weekend Food Backpack Program
  - Union Baptist Church Pastor Danny Humphries

<u>Citizen Input</u> (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board <u>prior to</u> addressing the Board. We ask that speakers keep their comments to two minutes.)

The Superintendent recommends approval to adopt the Agenda.

The Superintendent recommends approval of the Consent Agenda.

#### **CONSENT AGENDA**

Anyone present may approach the Board concerning any item on this agenda. Board members may pull any item on the Consent Agenda for discussion and separate action.

1. The Superintendent recommends approval of the following Minutes: (pgs. 12-53)

May 10, 2016 Workshop Session
Special Meeting
Expulsion Issues Hearing (Private)

May 24, 2016 Workshop Session (General Fund Budget for 2016-2017)
Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for May 2016.

3. The Superintendent presents the following bills for the period May 1-31, 2016:

General Fund		
#162007 - 162231	\$	1,589,331.05
#162256 - 162350		143,373.61
Electronic Fund Transfers		3,508,241.28
	\$	5,240,945.94
Federal Fund		
	φ	104 250 00
#48094 - 48168	\$	194,350.88
#48184 - 48241		15,334.93
Electronic Fund Transfers		<u>398,990.94</u>
	\$	608,676.75
Food Service Fund		
#30581 - 30647	\$	249,055.88
#30660 - 30687		317,054.90
Electronic Fund Transfers		133,591.63
	\$	699,702.41
201015		
2.0 LCIF	_	
#7341 - 7363	\$	198,649.88
Electronic Fund Transfers		<u>563.88</u>
	\$	199,213.76

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2015-2016:

<u>General</u>	<u>LCIF</u>	Special Revenues
I-11	III-10	IV-11 (Federal)
		IV-11 (Food Service)

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated June 28, 2016. (pgs. 54-55)

- 6. The Superintendent recommends approval of the following contracts/agreements for the 2016-2017 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)
  - #2017-53 North East Florida Educational Consortium (NEFEC) 2016-2017 Membership Master Contractual Agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of NEFEC. The agreement includes the following programs: (Renewal/Revised) (pgs. 56-70)
    - NEFEC Resolution
    - NEFEC Main Contract #731-17-051
    - NEFEC Instructional Services Program, Attachment #17-051-A1 to Contract #731-17-051 (Janene Fitzpatrick, Designee)
    - NEFEC Building Code Administrator, Attachment #17-051-A27 to Contract #731-17-051 (Mark Carver, Designee)
    - NEFEC Human Resource Management Network, Attachment #17-051-A43 to Contract #731-17-051 (Bill Brothers, Designee)
  - #2017-56 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and ED-TRAKK, Inc. (*Renewal*) (pgs. 71-83)
  - #2017-57 Virtual Instruction Provider Agreement between Edgenuity, Inc. and Suwannee County School Board (*Renewal/Revised*) (pgs. 84-103)
  - #2017-58 Memorandum of Understanding between Florida Virtual School and Suwannee County School Board for all students within the Blended Learning Community (*Renewal*) (pgs. 104-108)
  - #2017-59 Florida Virtual School Franchise Agreement for State of Florida School District between the Board of Trustees of the Florida Virtual School and Suwannee County School Board (*Renewal*) (pgs. 109-143)
  - #2017-60 Memorandum of Understanding between Florida Virtual School and Suwannee County School Board for all students within the Virtual Learning Lab (*Renewal*) (**pgs. 144-147**)

#2017-61 Fuel Education (FuelEd) Contract between Suwannee County Schools and K12 Florida LLC (*Renewal*) (pgs. 148-163)

#2017-62 Dual Enrollment Articulation Agreement between the District Board of Trustees of North Florida Community College and the District School Board of Suwannee County (*Renewal/Revised*) (pgs. 164-202)

7. The Superintendent recommends approval of the RIVEROAK Technical College fees for the 2016-2017 school year: (pgs. 203-204)

#### **Tuition Fees**

Resident – Adult Job Preparatory

Non-Resident – Adult Job Preparatory

Resident – Continuing Workforce Education

Adult Education

\$2.44 per clock hour

\$9.78 per clock hour

100%

\$30 per term or \$45 per half year

## Financial Aid Fees

10% of the student Tuition Fees

## Capitalization Improvement Fees

5% of the student Tuition Fees

## **Technology Fees**

5% of the student Tuition Fees

- 8. The Superintendent recommends approval of the following grant/allocation applications: (pg. 205)
  - a. Adult Education and Family Literacy Adult Basic Education Grant 2016-2017 in the amount of \$108,816
  - b. Carl Perkins Postsecondary Grant 2016-2017 in the amount of \$54,696
  - c. Carl Perkins Secondary Grant 2016-2017 in the amount of \$80,488
  - d. Carl Perkins Rural and Sparsely Populated Grant 2016-2017 in the amount of \$47,758
  - e. English Literacy/Civics Grant 2016-2017 in the amount of \$28,639

9. The Superintendent recommends approval of the following student transfers for the 2016-2017 school year. Parents will provide transportation.

## <u>District Reassignment</u>:

FIRST NAME	LASTNAME	ТО	FROM	GRADE
Gavin	Allison	Columbia	Suwannee	2
William	Allison	Columbia	Suwannee	4
Lindsey	Barnhart	Columbia	Suwannee	4
Joshua	Boyette	Columbia	Suwannee	12
Terry Lee	Bryant	Columbia	Suwannee	4
Jeremy	Calhoun	Columbia	Suwannee	4
Shakera	Calhoun	Columbia	Suwannee	7
Hayden	Engskow	Columbia	Suwannee	2
Skyler	Engskow	Columbia	Suwannee	6
Jayce	Fike	Lafayette	Suwannee	2
Cade	Frier	Columbia	Suwannee	3
Camdon	Frier	Columbia	Suwannee	5
Matthew	Frier	Columbia	Suwannee	11
Kaydence	Gardner	Columbia	Suwannee	K
Santiago	Gonzalez	Columbia	Suwannee	PK
Jordan	Herring	Columbia	Suwannee	1
Joleene	Kauffman	Columbia	Suwannee	2
Taylor	Kauffman	Columbia	Suwannee	K
Austin	Knowles	Columbia	Suwannee	9
Kamdyn	Kvistad	Columbia	Suwannee	12
Alena	Ledford	Columbia	Suwannee	6
Ariana	Ledford	Columbia	Suwannee	1
William	Ledford	Columbia	Suwannee	3
Daylon	Lumpkin	Columbia	Suwannee	8
DeSean	Mathews	Columbia	Suwannee	3
Darren	Mathews Jr.	Columbia	Suwannee	9
Jakob	North	Columbia	Suwannee	7

FIRST NAME	LAST NAME	ТО	FROM	GRADE
Dylin	Reeves	Columbia	Suwannee	K
Callahan	Register	Columbia	Suwannee	10
Jordan	Smith	Columbia	Suwannee	3
Addyson	Teasley	Columbia	Suwannee	2
Hayley	Touchton	Columbia	Suwannee	9
Matthew	Vickers	Columbia	Suwannee	11
Xavier	Viodanoff	Columbia	Suwannee	4
Anthony	Woolsey	Columbia	Suwannee	4
Sarabeth	Adams	Suwannee	Hamilton	10
Colton	Allen	Suwannee	Lafayette	8
Harrison William	Ambrose V	Suwannee	Columbia	K
John	Coker Jr.	Suwannee	Lafayette	6
Briana	Cornwell	Suwannee	Columbia	11
Dallas	Frierson	Suwannee	Lafayette	8
Ellie	Frierson	Suwannee	Lafayette	4
William	Frierson	Suwannee	Lafayette	11
Halleigh-Ray	Harris	Suwannee	Columbia	7
Jayson	Harris	Suwannee	Lafayette	6
Frank	Kalamon	Suwannee	Hamilton	K
Brianna	Lanier	Suwannee	Lafayette	10
Arianna	Morgan	Suwannee	Hamilton	3
Jayden	Morgan	Suwannee	Hamilton	2
Texas	Sherrell	Suwannee	Lafayette	6
Ella	Sullivan	Suwannee	Lafayette	5
Hanna	Sullivan	Suwannee	Lafayette	10
Anna	Thompson	Suwannee	Columbia	K
Cason	Ward	Suwannee	Lafayette	3
Aubrey	Wood	Suwannee	Columbia	3
Barrett	Young	Suwannee	Lafayette	8
Braxton	Young	Suwannee	Lafayette	6

## Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Hunter	Hawthorne	BHS	SHS	10
Kyler	Williamson	BES	SES	2

#### **REGULAR AGENDA**

## **Chief Financial Officer – Vickie DePratter:**

- 1. The Superintendent recommends approval to continue expenditures until approval of the final budget for the 2016-2017 fiscal year. (pg. 206)
- 2. The Superintendent recommends approval of the following resolution for the 2015-2016 school year:

#2016-08R Cafeteria Plan Resolution, Amended May 1, 2016 (pgs. 207-249)

## <u>Assistant Superintendent of Administration – Ted Roush:</u>

3. The Superintendent recommends approval of the 2016-2017 Suwannee County School District Student Conduct and Discipline Code for all elementary and secondary schools (pgs. 250-288)

## **Director of Facilities - Mark Carver:**

4. The Superintendent recommends approval to award the following bid: (pg. 289)

#17-204 Custodial Supply Bid – Ashford Services, Inc. (New)

## **Director of Student Services – Elizabeth Simpson:**

5. The Superintendent recommends approval of the following forms:

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Severe Allergy Medical Management Plan (Revised)
#5100-053
              (pgs. 290-292)
              ADHD Action Plan (New) (pg. 293)
#5100-062
              Asthma Emergency Action Plan (New) (pg. 294)
#5100-063
              Blank Emergency Action Plan (New) (pg. 295)
#5100-064
              Cardiac Emergency Action Plan (New) (pg. 296)
#5100-065
              Cystic Fibrosis Emergency Action Plan (New) (pg. 297)
#5100-066
              Diabetes Emergency Action Plan (New) (pg. 298)
#5100-067
              Dysmenorrhea Action Plan (New) (pg. 299)
#5100-068
              Gatrostomy Tube Feeding Action Plan (New) (pg. 300)
#5100-069
              Hemophilia Emergency Action Plan (New) (pg. 301)
#5100-070
              Allergy Emergency Action Plan (New) (pg. 302)
#5100-071
              Sickle Cell Emergency Action Plan (New) (pg. 303)
#5100-072
#5100-073
              Traumatic Brain Injury Action Plan (New) (pg. 304)
              Tracheostomy Emergency Action Plan (New) (pg. 305)
#5100-074
              V/P Shunt Emergency Action Plan (New) (pg. 306)
#5100-075
              Dehydration (Potential) Action Plan (New) (pg. 307)
#5100-076
              Gastrointestinal Dysfunction Action Plan (New) (pg. 308)
#5100-077
              Kidney/Urinary Dysfunction Action Plan (New) (pg. 309)
#5100-078
              Headache Action Plan (New) (pg. 310)
#5100-079
              Asthma Medical Management Plan (New) (pg. 311)
#5100-080
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- 6. The Superintendent recommends approval of the following personnel item for the 2016-2017 school year: (pg. 312)
  - a. Add one Speech-Language Therapist position (Funded by IDEA, Part B)

## <u>Director of Human Resources - Dr. Bill Brothers:</u>

7. The Superintendent recommends approval of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Director of Human Resources.) (pg. 11)

#5.101	Bullying and Harassment (Revision)
#6.16	Substitute Teachers (Revision)
#6.37	Professional Ethics (Revision)
#6.40	Violation of Local, State, and/or Federal Laws (Revision)
#7.121	Antifraud (Revision)
#8.12	Purpose and Functions of the Transportation Department
	(Revision)

- 8. The Superintendent recommends approval of the Suwannee County School District's Employee Handbook for 2016-2017. (pgs. 313-349)
- 9. Personnel Changes List (pgs. 350-362)

## <u>School Board Attorney – Leonard Dietzen:</u>

10. Legal Counsel's Report

## <u>Superintendent of Schools – Jerry Scarborough:</u>

11. Superintendent's Report

## **School Board Members:**

12. Issues and concerns Board members may wish to discuss

End of Agenda

## SUWANNEE COUNTY SCHOOL DISTRICT



2064 - 2nd Street, NW • Live Oak, Florida Telephone: (386) 647-4600 • Fax: (386) 364-2635

www.suwannee.k12.fl.us

JERRY A. SCARBOROUGH Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

MEMORANDUM

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA **DISTRICT 4** 

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

TO:

Jerry Scarborough, Superintendent of Schools

FROM:

Bill Brothers, Director of Human Resources

THRU:

Vickie DePratter, Chief Financial Officer

Ted Roush, Assistant Superintendent of Administration

DATE:

June 13, 2016

RE:

June 28, 2016 Regular Meeting Agenda Item

#### **RECOMMENDATION:**

The Superintendent recommends approval to adopt the following revisions to the Suwannee County School Board Policy Manual:

5.101	Bullying and Harassment (revised)
6.16	Substitute Teachers (revised)
6.37	Professional Ethics (revised)
6.40	Violation of Local, State and/or Federal Laws (revised)
7.121	Antifraud (revised)
8.12	Purpose and Functions of the Transportation Department (revised)

#### **BACKGROUND:**

These policy revisions were discussed in the Board workshop on May 10, 2016, and will have been appropriately advertised, following the final public hearing on June 28, 2016.

# SUWANNEE COUNTY SCHOOL BOARD WORKSHOP SESSION May 10, 2016

#### **MINUTES**

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room,  $702 - 2^{nd}$  Street, NW, Live Oak, Florida. School Board members present were Catherine Cason, Jerry Taylor, Julie Ulmer, and Ronald White, along with Superintendent Jerry Scarborough, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. Chairman Ed daSilva was absent.

Administrators and others present: Walter Boatright (arrived at 9:40 a.m.), Dr. Bill Brothers, Mark Carver (arrived at 9:10 a.m.), Lisa Dorris, Malcolm Hines (arrived at 9:38 a.m.), Chris Landrum, Ted Roush, Elizabeth Simpson (arrived at 11:15 a.m.), Angie Stuckey (arrived at 9:38 a.m.), T.J. Vickers, and Josh Williams (arrived at 9:36 a.m.). Dianne Westcott; HCE Extension Office representatives; and Wayne Green and Dr. Rosemary Thomas, with Region II Office of Differentiated Accountability (DA), were also present.

Vice Chairman Ulmer called the meeting to order at 9:01 a.m.

Food Service Department Update.....Lisa Dorris

Mrs. Dorris distributed and reviewed a handout regarding an update for the Food Service Department.

Mr. Roush distributed and reviewed handouts regarding the following:

- ALICE Protocol proposed implementation for the District
- Proposed updates to school emergency handbooks (SHS 2016-2017 Draft Emergency Handbook) pertaining to ALICE Protocol

Mr. Taylor and Mrs. Ulmer stated that more time needs to be dedicated to the ALICE Protocol for further discussion at a workshop in the near future.

Mr. Roush provided an update on the new school buses.

Mr. Roush deferred to Mr. Carver who distributed and reviewed a handout regarding proposed projects within the Facilities Department.

The workshop recessed at 10:29 a.m. and resumed at 10:36 a.m.

At the request of Supt. Scarborough, the agenda was deviated from to present the Strategic Plan Update prior to the Academy Update.

Strategic Plan Update......Ted Roush

Mr. Roush distributed and reviewed a handout regarding an update on the Suwannee County School District Strategic Plan 2016-2020. He deferred to Mr. Green and Dr. Thomas, who distributed and reviewed a handout regarding the proposed Action Plan/Steps for implementation of the Plan.

Academy Update ......Ted Roush and SHS Administration

Mr. Roush, Mr. Hines, and Mrs. Stuckey provided a PowerPoint presentation regarding SHS Career and Technical Education Projected CTE Program Expansion for 2016-2017.

Mr. Roush distributed and reviewed a handout regarding a proposed program called SVSFlex: An Individualized Learning Program for At-Risk Students, which includes the need to hire a SVSFlex Counselor. Mr. Roush stated that the program would be evaluated yearly to determine the success and feasibility of continuing the program. Mr. Taylor asked for a detailed report regarding data and numbers on the program and proposed position.

The workshop recessed at 11:54 a.m. and resumed at 1:00 p.m.

RIVEROAK Technical College (RTC) Update......Walter Boatright

Mr. Boatright provided information regarding an update for RTC.

Student Services Department Update ......Elizabeth Simpson

Mrs. Simpson provided a PowerPoint presentation regarding an update for the Student Services Department. Mrs. Simpson distributed and reviewed a handout regarding the District's Bullying Compliance Monitoring report.

Dr. Brothers reviewed updates to the following policies:

#5.101	Bullying and Harassment (revised)
#6.16	Substitute Teachers (revised)
#6.37	Professional Ethics (revised)
#6.40	Violation of Local, State, and/or Federal Laws (revised)
#7.121	Antifraud (revised)
#8.12	Purpose and Functions of the Transportation Department (revised)

Superintendent Scarborough asked Dr. Brothers and Mrs. DePratter to develop procedures related to Policy #7.121, which would be presented to the Board for approval at a later date.

#### **Miscellaneous**

Mr. Dietzen addressed the proposed changes to the District's Citizen Input form as it relates to statute regarding time allotted and topics that citizens can speak on. Mr. Dietzen stated we need to develop a policy and make changes to improve the form.

Discussion followed regarding allowing citizens to voice their opinion under the Citizen Input portion of Regular Board meetings; specifically individuals and large groups. Consensus of the Board was to develop policy/procedures for Citizen Input. Mr. Dietzen will develop policy/procedures for Citizen Input, which will include a process for handling large groups wanting to speak. He will also develop a revised/new Citizen Input form.

No items to report.

The workshop adjourned at 2:57 p.m.

## SUWANNEE COUNTY SCHOOL BOARD SPECIAL MEETING May 10, 2016

#### **MINUTES**

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room,  $702 - 2^{nd}$  Street, NW, Live Oak, FL. School Board members present were Catherine Cason, Jerry Taylor, Julie Ulmer, and Ronald White, along with Superintendent Jerry Scarborough, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. Chairman Ed DaSilva was absent.

Vice Chairman Ulmer called the meeting to order at 3:05 p.m.

MOTION by Ms. Cason, second by Mr. White, for approval to adopt the agenda. MOTION CARRIED UNANIMOUSLY

## <u>Director of Student Services – Elizabeth Simpson:</u>

- 1. MOTION by Mr. Taylor, second by Ms. Cason, for approval of revisions to the Exceptional Student Education Policies and Procedures (SP&P) document. (A copy is available for review in the office of the Director of Student Services.) (pg. 3) MOTION CARRIED UNANIMOUSLY
- 2. MOTION by Mr. White, second by Mr. Taylor, for approval for parents of the following identified student in the Exceptional Student Education program to be reimbursed for transportation costs for the 2015-2016 school year: (pg. 4)

Student # Effective

- 47 - To

#6111018219 February 5, 2016

MOTION CARRIED UNANIMOUSLY

- 3. MOTION by Mr. Taylor, second by Ms. Cason, for approval of the following grant/allocation application:
  - a. FDLRS/Gateway Associate Center, Hamilton County School Board, 2016-2017 Consolidated Grant (IDEA, Part B, \$755,218; IDEA, Part B, Preschool, \$101,001; General Revenue, \$21,071) (pgs. 5-36)

#### MOTION CARRIED UNANIMOUSLY

- 4. MOTION by Mr. White, second by Ms. Cason, for approval of the following contracts/agreements for the 2016-2017 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)
  - #2017-16 Suwannee County Public Schools Rate and Service Contract 2016-2017 between the Suwannee County School Board and Adrienne M. Burke-Godwin d/b/a Tiny Praying Hands, LCCH for the Teen Age Parent Program (TAPP) (Renewal/Revised) (pgs. 37-53)
  - #2017-17 Suwannee County Public Schools Rate and Service Contract 2016-2017 between the Suwannee County School Board and Pepper's Tripod Daycare Centers, Inc. d/b/a Let's Pretend Daycare for the Teen Age Parent Program (TAPP) (Renewal) (pgs. 54-68)
  - #2017-18 Suwannee County Public Schools Rate and Service Contract 2016-2017 between the Suwannee County School Board and Tawanna Bryant d/b/a Tender Touch Learning Center LLC for the Teen Age Parent Program (TAPP) (*Renewal*) (pgs. 69-83)
  - #2017-19 Suwannee County Public Schools Rate and Service Contract 2016-2017 between the Suwannee County School Board and Bright Stars Academy, Inc. for the Teen Age Parent Program (TAPP) (Renewal) (pgs. 84-98)
  - #2017-20 Suwannee County Public Schools Rate and Service Contract 2016-2017 between the Suwannee County School Board and Renata Beasley d/b/a Renata Beasley Large Family Childcare Home for the Teen Age Parent Program (TAPP) (Renewal) (pgs. 99-113)

#### MOTION CARRIED UNANIMOUSLY

## <u>Director of Human Resources - Dr. Bill Brothers:</u>

5. MOTION by Mr. White, second by Ms. Cason, for approval of the Personnel Changes List (pgs. 114-115) MOTION CARRIED UNANIMOUSLY

#### PERSONNEL CHANGES APPROVED:

#### **RECOMMENDATIONS FOR SCHOOL YEAR 2016-2017**

## **ADMINISTRATIVE:** (12 month appointments):

J. Walter Boatright, Jr., Director of Career and Technical Education
William Brothers, Director of Human Resources
David Campbell, Director of Elementary and Early Childhood Education
Mark Carver, Director of Facilities
Vickie DePratter, Chief Financial Officer
Lisa Dorris, Director of Food Service
Janene Fitzpatrick, Assistant Superintendent of Instruction
Christopher Landrum, Director of Transportation
Ted Roush, Assistant Superintendent of Administration
Elizabeth Simpson, Director of Student Services/School Psychologist
Lila Udell, Director of Federal Programs
Joshua Williams, Director of Information Technology

End of List 2016-2017 School Year

The meeting adjourned at 3:20 p.m.

## SUWANNEE COUNTY SCHOOL BOARD WORKSHOP SESSION May 24, 2016

#### **MINUTES**

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room,  $702 - 2^{nd}$  Street, NW, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Jerry Taylor, Julie Ulmer, and Ronald White, along with Superintendent Jerry Scarborough, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Catherine Cason arrived at 1:04 p.m. School Board Attorney Leonard Dietzen was absent.

Administrators and others present: Jennifer Barrs (arrived at 1:12 p.m.), Walter Boatright, Amy Boggus, Dr. Bill Brothers, David Campbell, Mark Carver, Janene Fitzpatrick, Malcolm Hines, Jay Jolicoeur, Chris Landrum, Elizabeth Simpson, Jim Simpson, Marsha Tedder, Dr. Jimmy Wilkerson, and Josh Williams. Dianne Westcott was also present.

Chairman daSilva called the meeting to order at 1:00 p.m.

Mrs. DePratter presented an overview of the proposed 2016-2017 General Fund Budget.

The following proposed General Fund Budgets for 2016-2017 were presented:

•	Suwannee Primary School	Amy Boggus
•	RIVEROAK Technical College	Walter Boatright
•	Suwannee Intermediate School	Jim Simpson
•	Suwannee High School	Malcolm Hines
•	Suwannee Middle School	Jay Jolicoeur
•	Suwannee Elementary School	•
•	Branford Elementary School	5 00
•	Branford High School	
•	Finance/Administration	-

- - Discussion was held regarding substitute pay for bus drivers, as well as substitute pay for food service workers and custodians. Consensus of the Board was to discuss the issue further at a future workshop.

The workshop recessed at 2:14 p.m. and resumed at 2:25 p.m.

•	Facilities	Mark Carver
•	Assistant Superintendent of Administration	Ted Roush
•	Human Resources	Dr. Bill Brothers
Ø	Assistant Superintendent of Instruction	Janene Fitzpatrick
•	Elementary and Early Childhood Education	David Campbell
•	Information Technology	Josh Williams
•	Student Services	Elizabeth Simpson
•	Superintendent and School Board	Vickie DePratter

The workshop adjourned at 4:15 p.m.

## SUWANNEE COUNTY SCHOOL BOARD REGULAR MEETING May 24, 2016

#### **MINUTES**

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 702 - 2<sup>nd</sup> Street, NW, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Catherine Cason, Jerry Taylor, Julie Ulmer, and Ronald White, along with Superintendent Jerry Scarborough, School Board Attorney Leonard Dietzen, and Administrative Secretary Karen Lager. Chief Financial Officer Vickie DePratter was absent.

UTSC President Annette Kinsey and School Resource Officer Rachel Rodriguez were also present.

Chairman daSilva called the meeting to order at 6:00 p.m.

Student remarks and pledge to the flag by Suwannee High School National Achievers Society student organization.

## Special Recognition by the Superintendent:

- <u>Suwannee Intermediate School</u> Lewanda Hill, Substitute Teacher - Named as Florida's 2016 Substitute Teacher of the Year by Kelly Educational Staffing
- Weekend Food Backpack Program
  - ➤ Live Oak Christian Church Jesse Caruthers
  - > Southside Baptist Church Cortney Flowers and Kathy Schreiber
  - ➤ Suwannee Station Baptist Church Gayle Musgrove
  - ➤ Westwood Baptist Church Carmen Frier

## **Special Recognition:**

• RIVEROAK Technical College (RTC)

Presentation by Al Herndon, Florida Masonry Apprentice and Education Foundation, to Derwin Bass, RTC Masonry Program Teacher, and his students.

• Suwannee High School

Presentation by NJROTC to Superintendent Scarborough and School Board Members for their continued support.

<u>Citizen Input</u> (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board <u>prior to</u> addressing the Board. We ask that speakers keep their comments to two minutes.)

> There were none.

MOTION by Mrs. Ulmer, second by Ms. Cason, for approval to adopt the Agenda, along with the Agenda Addendum. MOTION CARRIED UNANIMOUSLY

MOTION by Mr. Taylor, second by Mrs. Ulmer, for approval of the Consent Agenda. MOTION CARRIED UNANIMOUSLY

#### CONSENT AGENDA

Anyone present may approach the Board concerning any item on this agenda. Board members may pull any item on the Consent Agenda for discussion and separate action.

1. Approval of the following Minutes: (pgs. 13-47)

April 12, 2016

Workshop Session

Special Meeting

April 26, 2016

Expulsion Issues Hearing (Private)

Regular Meeting

2. Approval of the monthly financial statement for April 2016.

3. The following bills for the period April 1-30, 2016:

General Fund		
#161692 - 162006	\$	1,817,646.55
Electronic Fund Transfers		2,487,998.01
		4,305,644.56
Federal Fund		
#47980 - 48093	\$	231,922.59
Electronic Fund Transfers	·	473,977.79
<u></u>		705,900.38
		, 02,5 00.5 0
Food Service Fund		
#30505 - 30580	\$	199,716.21
Electronic Fund Transfers	·	82,688.93
		282,405.14
	·	,
2.0 LCIF		
#7329 <b>-</b> 7340	\$	28,727.82
Electronic Fund Transfers	4	325.70
Programo i and itampion	•	29,053.52
		47,000.02

4. Approval of the following budget amendments for fiscal year 2015-2016:

<u>General</u>	<u>LCIF</u>	Special Revenues
I-10	III-9	IV-10 (Federal)
		IV-10 (Food Service)

- 5. Approval for disposal of property as per the attached Property Disposition Form dated May 24, 2016. (pgs. 48-49)
- 6. Approval of the following contracts/agreements for the 2016-2017 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)
  - #2017-15 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Joyce M. Warren (*Renewal*) (pgs. 50-63)

#2017-21	Clinical Education Agreement between the Suwannee County
	School Board Medical Secretary Program and Live Oak HMA
	LLC d/b/a Shands Medical Group, Live Oak, Florida
	(Renewal) (pgs. 64-71)
#2017-22	Clinical Education Agreement between the Suwannee County
	School Board Medical Secretary Program and Dr. Anjana Rana,
	MD and Dr. Brij Rana, MD, Jasper, Florida (Renewal)
	(pgs. 72-77)
#2017-23	Clinical Education Agreement between the Suwannee County
	School Board Medical Secretary Program and ACV Health
	Services, LLC, Dowling Park, Florida (Renewal) (pgs. 78-83)
#2017-24	Clinical Education Agreement between the Suwannee County
	School Board Medical Secretary Program and Notami Hospitals
	of Florida, Inc. d/b/a Lake City Medical Center (Renewal)
	(pgs. 84-94)
#2017-25	Clinical Education Agreement between the Suwannee County
	School Board Patient Care Technician Program and ACV
	Health Services, LLC, Dowling Park, Florida (Renewal)
	(pgs. 95-100)
#2017-26	Clinical Education Agreement between the Suwannee County
	School Board Practical Nurse Education Program and Notami
	Hospitals of Florida, Inc. d/b/a Lake City Medical Center
	(Renewal) (pgs. 101-111)
#2017-27	Clinical Education Agreement between the Suwannee County
	School Board Practical Nurse Education Program and Doctor's
	Memorial Hospital Inc., Perry, Florida (Renewal)
	(pgs. 112-117)
#2017-28	Clinical Education Agreement between the Suwannee County
	School Board Practical Nurse Education Program and ACV
	Health Services, LLC, Dowling Park, Florida (Renewal)
	(pgs. 118-123)
#2017-29	Clinical Education Agreement between the Suwannee County
	School Board Patient Care Technician and Practical Nurse
	Education Programs and Dr. Anjana Rana, MD and Dr. Brij
	Rana, MD, Jasper, Florida (Renewal) (pgs. 124-129)
#2017-30	Clinical Education Agreement between the Suwannee County
	School Board Patient Care Technician and Practical Nurse
	Education Programs and Andres R. Villar, MD, PA d/b/a

Florida ( <i>Renewal</i> ) (pgs. 130-135)  #2017-31 Clinical Education Agreement between the Suwannee Count  School Board Poticut Count Technicism and Provided Name  School Board Poticut Count Technical Name  School Board Poticut Count	
Calcari Daniel Dations Come Tradesision and Decastical Name	ee
School Board Patient Care Technician and Practical Nurse	ee
Education Programs and NF Suwannee, LLC d/b/a Suwann	
Health Care Center, Live Oak, Florida (Renewal)	
(pgs. 136-141)	
#2017-32 Clinical Education Agreement between the Suwannee Cour	ty
School Board Patient Care Technician and Practical Nurse	•
Education Programs and Emory Medical Corporation d/b/a	
Women's Center of Florida (Renewal) (pgs. 142-147)	
#2017-33 Clinical Education Agreement between the Suwannee Court	ty
School Board Patient Care Technician and Practical Nurse	
Education Programs and Hamilton Health Enterprises, Inc.	
d/b/a Suwannee Valley Nursing Center, Jasper, Florida	
(Renewal) (pgs. 148-153)	
#2017-34 Clinical Education Agreement between the Suwannee Cour	ty
School Board Phlebotomy Program and Madison County	
Memorial Hospital (Renewal) (pgs. 154-159)	
#2017-35 Clinical Education Agreement between the Suwannee Cour	ty
School Board Surgical Technology Program and Notami	•
Hospitals of Florida, Inc. d/b/a Lake City Medical Center	
(Renewal) (pgs. 160-169)	
#2017-36 Clinical Education Agreement between the Suwannee Cour	ty
School Board Surgical Technology Program and AMERE d	/b/a
Lake City Surgery Center, LLC, Lake City, Florida (Renew	al)
(pgs. 170-175)	
#2017-37 Clinical Education Agreement between the Suwannee Coun	ty
School Board Surgical Technology Program and Doctor's	
Memorial Hospital Inc., Perry, Florida (Renewal)	
(pgs. 176-181)	
#2017-38 Clinical Education Agreement between the Suwannee Cour	
School Board Pharmacy Technology Program and Cheek &	
Scott Drugs, Inc., Lake City, Florida (Renewal) (pgs. 182-	
#2017-39 Clinical Education Agreement between the Suwannee Coun	
School Board Pharmacy Technology Program and Cheek &	
Scott Drugs, Inc., Live Oak, Florida (Renewal) (pgs. 188-1	93)

#2017-40	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen Company, Lake City, Florida ( <i>Renewal</i> ) (pgs. 194-199)
#2017-41	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Walgreen
#2017-42	Company, Live Oak, Florida ( <i>Renewal</i> ) (pgs. 200-205) Clinical Education Agreement between the Suwannee County
#2017-43	School Board Pharmacy Technology Program and North Florida Pharmacy of Branford, Inc. ( <i>Renewal</i> ) (pgs. 206-211) Clinical Education Agreement between the Suwannee County
#2017-43	School Board Pharmacy Technology Program and North Florida Pharmacy of Mayo, Inc. ( <i>Renewal</i> ) (pgs. 212-217)
#2017-44	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North
#2017-45	Florida Pharmacy of Branford, Inc. ( <i>Renewal</i> ) (pgs. 218-223) Clinical Education Agreement between the Suwannee County
	School Board Pharmacy Technology Program and North Florida Pharmacy #2 (West), U.S. Highway 90, Lake City,
U0017 46	Florida (Renewal) (pgs. 224-229)
#2017-46	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and North
#2017-47	Florida Pharmacy of Ft. White, Inc. ( <i>Renewal</i> ) (pgs. 230-235) Clinical Education Agreement between the Suwannee County
	School Board Pharmacy Technology Program and Advent Christian Village, Inc. ( <i>Renewal</i> ) (pgs. 236-241)
#2017-49	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Baya Pharmacy, U.S. Highway 90, Lake City, Florida ( <i>Renewal</i> ) (pgs. 242-247)
#2017-50	Clinical Education Agreement between the Suwannee County School Board Pharmacy Technology Program and Baya Pharmacy, Baya Drive, Lake City, Florida ( <i>Renewal</i> )
	(pgs. 248-253)
#2017-51	Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee
	County, Florida, and Miles Consulting LLC ( <i>Renewal</i> )
	(pgs. 254-266)

- 7. Approval for RIVEROAK Technical College SkillsUSA student team members to attend the SkillsUSA National Competition in Louisville, Kentucky, on June 19-26, 2016. (Funded through Perkins and funds raised by the SkillsUSA Team.) (pg. 267)
- 8. Presented for informational purposes out-of-state travel for the following employees:

Name	<u>Site</u>	<u>Date</u>	Reason	<b>Destination</b>
(*) Derwin Bass	RTC	06/19-26/2016	SkillsUSA National	Louisville, KY
(pg. 268)			Competition	
(**)Katie Miller	RTC	07/13-17/2016	Pharmacy Technician	Charlotte, NC
(pg. 269)			Educators Council (PT	EC)
			(Attendance is require	d
			to fulfill accreditation	
			requirements.)	

- (\*) Funded by Perkins funds and funds raised by the SkillsUSA Team
- (\*\*) Funded by General Fund
- 9. Approval of the following student transfers for the 2016-2017 school year. Parents will provide transportation.

## **District Reassignment:**

FIRST NAME	LAST NAME	TO	FROM	GRADE
Cody	Africano	Columbia	Suwannee	4
Austin	Bailey	Columbia	Suwannee	7
Cody	Bailey	Columbia	Suwannee	1
Madison	Blanton	Columbia	Suwannee	8
Aris	Carfagno	Columbia	Suwannee	K
Elysia	DelCastillo	Columbia	Suwannee	4
Erik	DelCastillo	Columbia	Suwannee	1
Ellie	Duncan	Columbia	Suwannee	K
Emma	Duncan	Columbia	Suwannee	K
Garrett	Fennell	Columbia	Suwannee	9
Ava	Floyd	Columbia	Suwannee	1
Cason	Griffin	Columbia	Suwannee	9
Alexis	Griffis	Columbia	Suwannee	6

Peyten	Griffis	Columbia	Suwannee	** 1
Byron	Harris	Lafayette	Suwannee	12
Joseph	Hewett	Columbia	Suwannee	3
Gabriel	Hough	Columbia	Suwannee	K
E'nadren	Ivey	Columbia	Suwannee	1
Emili	Jones	Columbia	Suwannee	7
Madalyn	Malcolm	Columbia	Suwannee	3
Peyton	Malcolm	Columbia	Suwannee	5
Kylie	Mathews	Columbia	Suwannee	4
Carlee	Morrison	Columbia	Suwannee	4
Noah	Nicholson	Columbia	Suwannee	1
Juliana	Ozbay	Columbia	Suwannee	4
Sheraleena	Pearce	Columbia	Suwannee	K
Heaven	Perkins	Columbia	Suwannee	5
Zachary	Prescott	Columbia	Suwannee	2
Nicholas	Prescott Jr.	Columbia	Suwannee	K
Harleigh	Price	Columbia	Suwannee	1
Ryleigh	Price	Columbia	Suwannee	K
Aiden	Robinson	Columbia	Suwannee	2
Alana	Robinson	Columbia	Suwannee	2
Justin	Rogers	Columbia	Suwannee	12
Kaylie	Sanders	Columbia	Suwannee	3
Lance	Shaw	Columbia	Suwannee	6
Landon	Shaw	Columbia	Suwannee	4
Levi	Shaw	Columbia	Suwannee	1
Garrett	Shipley	Columbia	Suwannee	3
Jordan	Tessier	Columbia	Suwannee	7
Brandon	Trasu	Columbia	Suwannee	11
Jocilyn	Tynda	Columbia	Suwannee	2
Evangeline	Zander	Lafayette	Suwannee	K
Hayne	Allbritton	Suwannee	Hamilton	K
Jaxson	Beach	Suwannee	Lafayette	8
Shelbie	Cole	Suwannee	Madison	10
Anna	Deadwyler	Suwannee	Lafayette	7
great and the second section of the contract of the second section of the section		A STATE OF A STATE OF THE PARTY		TOTAL CONTRACTOR STATE OF THE S

Chancy	Deadwyler	Suwannee	Lafayette	10
Dallas	Deadwyler	Suwannee	Lafayette	2
Delaney	Deadwyler	Suwannee	Lafayette	5
Derrick	Harris	Suwannee	Lafayette	1
Desiree	Harris	Suwannee	Lafeyette	1
Trace	Hayes	Suwannee	Gilchrist	2
Hannah	Hill	Suwannee	Lafayette	10
Hunter	Hill	Suwannee	Lafayette	12
Nathan	Hill	Suwannee	Lafayette	7
Parker	Hill	Suwannee	Lafayette	3
Austin	Holtzclaw	Suwannee	Lafayette	8
Codey	Holtzclaw	Suwannee	Lafayette	9
Colton	Holtzclaw	Suwannee	Lafayette	4
Desyrae	Holtzclaw	Suwannee	Lafayette	12
William	Klecka II	Suwannee	Dixie	7
Joseph	Land	Suwannee	Lafayette	5
Aubrie	Leffler	Suwannee	Columbia	K
Kason	Leffler	Suwannee	Columbia	5
Adrianna	Malaguti	Suwannee	Lafayette	2
Austin	Malaguti	Suwannee	Lafayette	5
Shirley	Malaguti	Suwannee	Lafayette	12
Gianni-Lee	Maysonet	Suwannee	Columbia	PK
Andres	Maysonet III	Suwannee	Columbia	3
Abigail	Miller	Suwannee	Hamilton	PK
Braylee	Moseley	Suwannee	Lafayette	2
Skyler	Moseley	Suwannee	Lafayette	1
Joseph	Picaro	Suwannee	Hamilton	2
Sophie	Picaro	Suwannee	Hamilton	4
Luke	Ramsey	Suwannee	Dixie	9
Seth	Ramsey	Suwannee	Dixie	6
Wyatt	Santos	Suwannee	Columbia	4
Amarra	Soluri	Suwannee	Lafayette	5
Torrie	Soluri	Suwannee	Lafayette	6
Adam	Stancel	Suwannee	Gilchrist	11
	and the same of th	. The contract of the contract	en a la companya de la companya del companya del companya de la co	TT-16 24 2-47

Autumn	Stancel	Suwannee	Gilchrist	7
Chandler	Stancel	Suwannee	Gilchrist	5

#### REGULAR AGENDA

## **Chief Financial Officer – Vickie DePratter:**

(Presented by Assistant Superintendent of Administration – Ted Roush)

- 1. MOTION by Mrs. Ulmer, second by Ms. Cason, for approval of the following individuals to serve on the Suwannee County School District collective bargaining/negotiating team for the 2016-2017 school year: (pg. 270)
  - Vickie DePratter, Chief Negotiator
  - Austin Richmond
  - Ted Roush

og Angelog at the Fill

Josh Williams

#### MOTION CARRIED UNANIMOUSLY

2. Discussion and action regarding the selection of two School Board members and two Suwannee County business owners to serve on the Value Adjustment Board (VAB) for 2016-2017. (pg. 271)

MOTION by Mr. Taylor, second by Mr. White, for approval of the following individuals to serve on the VAB for 2016-2017: (Pending acceptance by citizen members.)

Jerry Taylor – sitting/primary School Board Member Ronald White – alternate School Board Member Adrienne Burke – sitting/primary School Board-Appointed Citizen Member Bill O'Connor – alternate School Board-Appointed Citizen Member

#### MOTION CARRIED UNANIMOUSLY

## **ACTION ON THE AGENDA ADDENDUM:**

#1. MOTION by Mrs. Ulmer, second by Mr. Taylor, for approval of the negotiated salary schedule for 2016-2017 and collective bargaining items tentatively agreed upon. (pgs. A3-A18) MOTION CARRIED UNANIMOUSLY

17-11

- #2. MOTION by Mrs. Ulmer, second by Ms. Cason, for approval to add an additional Step 14 to the Salary Schedule Confidential Employees 2015-2016 Secretarial and Other Personnel. The value of this additional step shall be equal to the difference between Steps 12 and 13 of the existing schedule. Employees currently on Step 13 in fiscal year 2015-2016 will advance to Step 14, effective July 1, 2016. (pg. A19) MOTION CARRIED UNANIMOUSLY
- #3. MOTION by Mrs. Ulmer, second by Ms. Cason, for approval to provide for a nonrecurring bonus to administrators for 2016-2017 who have a prior year evaluation of effective or higher. The value of the bonus for a very effective or higher evaluation shall be \$880. The value of the bonus for an effective evaluation shall be \$700. (pg. A19) MOTION CARRIED UNANIMOUSLY

## END OF AGENDA ADDENDUM FOR VICKIE DEPRATTER

## <u>Assistant Superintendent of Administration – Ted Roush:</u>

3. MOTION by Mrs. Ulmer, second by Mr. White, for approval of the following form:

#7200-070

Expulsion Recommendation Checklist (Revised)

(pgs. 272-273)

#### MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. Taylor, second by Ms. Cason, for approval of the Suwannee County School District Strategic Plan 2016-2020. (pgs. 274-280) MOTION CARRIED UNANIMOUSLY

## <u>Director of Career, Technical, and Adult Education - Walter Boatright:</u>

- 5. MOTION by Mr. White, second by Ms. Cason, for approval of the following curriculum item for the 2016-2017 school year:
  - a. Add the following part-time programs at RIVEROAK Technical College and Branford High School, effective with the 2016-2017 school year: (pg. 281)
    - 1) Welding Technology Fundamentals Program #9204400 – Secondary Program #J400400 – Postsecondary

#### MOTION CARRIED UNANIMOUSLY

## <u>Director of Elementary and Early Childhood Education – David Campbell:</u>

- 6. Jennifer Barrs, Principal of Branford Elementary School (BES), requests permission of an overnight/out-of-state trip for BES Safety Patrol students and parent chaperones to travel to Washington, DC, during the 2016-2017 school year. (Dates are either November 18-21, 2016; or March 10-13, 2017.) Funded by fundraising and parents of students at no cost to the District. (pg. 282)
  - MOTION by Mrs. Ulmer, second by Ms. Cason, for approval of an overnight/out-of-state trip for BES Safety Patrol students and parent chaperones to travel to Washington, DC, during the 2016-2017 school year. (Dates are either November 18-21, 2016; or March 10-13, 2017.) Funded by fundraising and parents of students at no cost to the District. (pg. 282) MOTION CARRIED UNANIMOUSLY
- 7. Jennifer Barrs, Principal of Branford Elementary School (BES), requests permission of out-of-state travel for BES employee Elizabeth Johnston to travel to Washington, DC, during the 2016-2017 school year. (Dates are either November 18-21, 2016; or March 10-13, 2017.) Funded by the employee at no cost to the District. (pg. 283)

MOTION by Mr. White, second by Mrs. Ulmer, for approval of out-of-state travel for BES employee Elizabeth Johnston to travel to Washington, DC, during the 2016-2017 school year. (Dates are either November 18-21, 2016; or March 10-13, 2017.) Funded by the employee at no cost to the District. (pg. 283) MOTION CARRIED UNANIMOUSLY

### **Director of Food Service – Lisa Dorris:**

8. MOTION by Mr. Taylor, second by Ms. Cason, for approval of the following bids for the Food Service Department for the 2016-2017 school year:

#17-201	Bread – Flowers Bakery (New) (pgs. 284-285)
#17-202	Chemicals – Catko (New) (pg. 286)
#17-203	Supplies – Catko ( <i>New</i> ) (pgs. 287-288)

#### MOTION CARRIED UNANIMOUSLY

### Director of Human Resources - Dr. Bill Brothers:

9. MOTION by Mrs. Ulmer, second by Ms. Cason, for approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows:

#5.101	Bullying and Harassment (revision) (pgs. 289-306)
#6.16	Substitute Teachers (revision) (pgs. 307-308)
#6.37	Professional Ethics (revision) (pg. 309)
#6.40	Violation of Local, State, and/or Federal Laws (revision)
	(pgs. 310-311)
#7.121	Antifraud (revision) (pgs. 312-313)
#8.12	Purpose and Functions of the Transportation Department
	(revision) (pg. 314)

MOTION CARRIED UNANIMOUSLY

10.MOTION by Mr. White, second by Ms. Cason, for approval of the following form:

- 16-51.

#7200-090 Suwannee County School District School Volunteer/Field Trip Application Form (*Revised*) (pgs. 315-316)

#### MOTION CARRIED UNANIMOUSLY

- 11. MOTION by Ms. Cason, second by Mrs. Ulmer, for approval of the following personnel items for the 2016-2017 school year:
  - a. Add one temporary Teacher position for the Computer Systems and Information Technology Program at Suwannee High School (Funded by Title I Part A) (pgs. 317-318)
  - b. Upgrade one part-time Teacher position to a full-time Teacher position for the Allied Health Program at Suwannee High School (pgs. 317-318)
  - c. Add one Guidance Counselor position at Suwannee Virtual School (Funded by Title I Part A) (pgs. 317-318)
  - d. Add one Administrative Secretary I position in the Information Technology (IT) Department and delete the Administrative Secretary position in the IT Department (pg. 319)

#### MOTION CARRIED UNANIMOUSLY

## ACTION ON THE AGENDA ADDENDUM:

#5. Personnel Changes List Addendum (pg. A21)

Action on this item was taken along with Item #12 below on the Regular Agenda.

## END OF AGENDA ADDENDUM FOR DR. BILL BROTHERS

- 12. MOTION by Mrs. Ulmer, second by Mr. Taylor, for approval of the Personnel Changes List, along with the Personnel Changes List Addendum, and the following changes to the Personnel Changes List: (pgs. 320-338)
  - Change the date on the first page from May 26 to May 24
  - Page 330, under Facilities Department, remove Emory Scarborough from the list
  - Page 333, under Suwannee High School, remove Anthony Jones from the list, due to his letter of resignation
  - Page 335, under Suwannee Primary School, remove Michael Fusco from the list
  - Page 336, under Transportation Department, remove Timothy Bennett from the list (should be a 12-month employee and correction is included on the Personnel Changes List Addendum)

#### MOTION CARRIED UNANIMOUSLY

#### PERSONNEL CHANGES APPROVED:

#### RESIGNATIONS: INSTRUCTIONAL:

## Suwannee High School:

Jenny Hurst, Teacher, effective May 23, 2016 Brian Tomlinson, Teacher, effective April 25, 2016 Mary Ward, Teacher, effective July 1, 2016

## RESIGNATIONS: NON-INSTRUCTIONAL:

## Suwannee High School:

Anthony Jones, Paraprofessional, effective June 3, 2016 Manuel Maldonado, Paraprofessional, effective May 2, 2016

## Suwannee Middle School:

Ashley Skelly, Clerk, effective June 23, 2016

### **RECOMMENDATIONS: INSTRUCTIONAL:**

## District Wide/21st Century:

The following to work as paraprofessional or teacher in the 21st Century Program:

Tracy Combee

Shannon Rodriguez

## <u>District Wide/Department of Student Services:</u>

The following teachers to work up to 32 hours for monitoring compliance of

ESE programs:

Amy Allen

Melissa McKire

Angela Wood

Romana Jordan

Rebecca Monroe

Debra Land

Cathy Nicely

## **SUPPLEMENTARY:**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Mason Tyler	M/J Ag Advisor	BHS	J. Abersold
*Oscar Saavedra	Varsity Softball	BHS	E. White
Mark Beach	Asst. Varsity Football	SHS	M. Yancey

<sup>\*</sup> Pending certification

## **MISCELLANEOUS:**

Rowena West to be compensated for completing 50 hours of professional development required for the Gifted Endorsement

## LEAVE OF ABSENCE (ILLNESS-IN-THE-LINE-OF-DUTY):

## Branford High School:

Mendy Sikes, Teacher, April 20, 21, 22 and 28, 2016, for a total of 25.75 hours

## RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

### Branford High School:

Martha Jones, Paraprofessional, effective April 25, 2016

**REPLACES:** New Position

#### Facilities Department:

Christina Hamlin, Administrative Secretary I, effective June 1, 2016

REPLACES: Katlin Westrich

## LEAVE OF ABSENCE (Personal):

Jessica Melgar, Paraprofessional, April 27, through May 13, 2016

## LEAVE OF ABSENCE (ILLNESS-IN-THE-LINE-OF-DUTY):

#### **District Office:**

Marilyn Sapp, Administrative Support Specialist, December 28, 2015, and April 2, 2016, for a total of 16 hours

## Suwannee Middle School:

Barbara Tucker, Paraprofessional, February 25, 26 and 29, March 1, 2 and 3, 2016, for a total of 43.5 hours

Nicole Williamson, Paraprofessional, March 1, 2016 for a total of 7.25 hours

## **SUBSTITUTES:**

The following as substitute bus drivers/bus attendants: Susan Holloway

The following as substitute food service workers:

Leslie Kurtz

Margaret Turner

## **VOLUNTEERS:**

Audrianna

Jason Bashaw

Tammy Corbin Brandi Grantham

Armstrong

Ralph Carroll

Brenda Haefeker

Jedidiah Arnold

Pamela Cochran

Cherie Kirkland Michelle LeNeave Michele Lima Sheriden Miles Elisabeth Serra-Arderi Victoria St. John Robert Sullivan Alicia Touchton Amando Zarate

, BEE

End of List 2015-2016 School Year

#### **SUMMER TERM 2015-2016:**

## **RECOMMENDATIONS: INSTRUCTIONAL:**

PAL Program:

Marjerian Lewis Takeasha Patrick Melissa McKire Angela Hester

## District Wide/21<sup>st</sup> Century:

The following to work as paraprofessional or teacher in the 21st Century Program:

Teresa Allen Ashley Bronson Tanya Crain Traci Kirby
Julie Klekca
Vera Knighton
Candice Land

Grace McClendon

Darlene Rice Donna Rightmire Michelle Robertson

Nancy Seale

Stacey Skierski

Tanya Crain
Melissa Davis
Robyne Edwards
Rhonda Furry
Crystal Gill
Lisa Gray
Staci Greaves
Julie Griswold

Tina Mcullers
Jessica Melgar
Yvette Perez
Denah Phillips
Hannah Ragan
Elecxia Reed

Drea Taylor
Adrienne Taylor
Jessica Wagner
Sandra Winburn
Ashlee Wooley
Cassandra Yulee

Natalie Haney Belinda Horne

Kristin Register

## RIVEROAK Technical College:

Approval for Greta Thornton to work up to 18 hours per week, from June 6 through August 3, 2016, for the purpose of teaching Nail Technology (funded by WDIS).

#### Student Services:

The following to work up to 20 hours for the purpose of providing extended school year services as outlined on student IEP's (funded by IDEA):

Stacey Swartz

Amber Russell

# RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

#### Food Service Department:

Katrina Johnson, Summer Food Service Program Manager

Janice Lee, Summer Food Service Program Manager

Melanie Rickett, Summer Food Service Program Manager

Kimberly Choe, Food Service Monitor

William Yates, Food Service Monitor

Rhonda Tillman, 4 hour Food Service Worker

Ashley Jenkins, 4 hour Food Service Worker

Deborah Ibarra, 4 hour Food Service Worker

Donna Rightmire, 4 hour Food Service Worker

Paul Otterbine, 4 hour Food Service Worker

Wendy Jones, 4 hour Food Service Worker

Lisa Fralick, 4 hour Food Service Worker (alternate)

Jenna Chancey, 4 hour Food Service Worker (alternate)

Gloria Presley, 4 hour Food Service Worker (alternate)

## Migrant Program:

The following as paraprofessionals in the Migrant Program:

Yoleydis Cartaya

Jazmin Marrero

Vanessa Isidro

Ana Gienger

Maria Cartagena-Reyes

## PAL Program:

The following as paraprofessionals in the PAL Program:

Christina Batton

Lynda Owens

Ron Tucker

Carla Blalock

Elizabeth Smith

Mary Kinard

Amy Stratton

End of List Summer School 2015-2016

## **RECOMMENDATIONS 2016-2017 School Year:**

#### **RECOMMENDATIONS: INSTRUCTIONAL:**

#### RIVEROAK Technical College:

June Guy, Teacher, 12 month – non-certificated, effective August 9, 2016 REPLACES: JoAnne Kietur

Hilda Collins, Teacher, 12 month – non-certificated, effective August 9, 2016 REPLACES: Hilda Collins

Traci Jones, Teacher, 12 month, non-certificated, effective August 9, 2016 REPLACES: Traci Jones

Katie Miller, Teacher, 12 month, non-certificated, effective August 9, 2016 REPLACES: Katie Miller

Traci Thompson, Teacher, 12 month, non-certificated, effective August 9, 2016 REPLACES: Traci Thompson

## **PROBATIONARY CONTRACTS:**

## Suwannee Elementary School:

Kirsten Boston, Teacher, effective August 9, 2016 Replaces: Unfilled Position

Jennifer Hitt, Teacher, effective August 9, 2016 Replaces: Unfilled Position

Kayla Holland, Teacher, effective August 9, 2016 Replaces: Unfilled Position

Miranda Jackson, Teacher, effective August 9, 2016 Replaces: Unfilled Position

Ashley Threm, Teacher, effective August 9, 2016 Replaces: Unfilled Position Suwannee High School:

Michael Braun, Teacher, effective August 9, 2016

Replaces: David Laxton

Suwannee Intermediate School:

Brooke Cox-Knowles, Teacher, effective August 9, 2016

Replaces: Unfilled Position

Kelly Murphy, Teacher, effective August 9, 2016

Replaces: Lynda Owens

Phyllis Smith, Teacher, effective August 9, 2016

Replaces: Elisabeth Parris

Scott Conley, Teacher, effective August 9, 2016

Replaces: Unfilled Position

Christina Newhart, Teacher, effective August 9, 2016

Replaces: Unfilled Position

Suwannee Middle School:

Yomaris Vega, Teacher, effective August 9, 2016

Replaces: Melissa Brinson

**ANNUAL CONTRACT RENEWALS:** 

Suwannee Elementary School:
Vicky Vaught 10

Suwannee Intermediate School:

Lana Lane 10
M.J. Kinard 10
Amy Stratton 10

Suwannee Primary School:

Brittani Law 10

## **PROFESSIONAL SERVICE CONTRACT RENEWALS:**

**Branford High School:** 

18.5

K.J. Wingate

Suwannee High School:

Nancy Aul 10

Suwannee Intermediate School:

Adrienne Taylor 10

Suwannee Primary School:

Lauren Belcher 10

#### TRANSFERS/REASSIGNMENTS:

NAME FROM: SITE/POSITION TO: SITE/POSITION REPLACES EFFECTIVE SES / Media Specialist T. Williams 08/09/2016

Patrick Jernigan SES/ Teacher SPS/ Teacher T. Mixon 08/09/2016

## **SUPPLEMENTARY:**

NAME POSITION LOCATION REPLACES
\*\*David Riels Middle School Volleyball BHS M. Sikes

\*\* pending certification

## RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee Intermediate School:

Monica Sauer, Paraprofessional, effective August 14, 2016

Replaces: Jacqueline Lees

The following contracts and contract statuses are granted as indicated below: Job titles are 2016-2017 appointments and for placement on a salary schedule:

Name	Position	Contract	Term
District Office:		•	
*Karen Bates	Payroll Supervisor	C	12
*Janice Benzing	Homeless Advocate	C	12
Melanie Buchanan	District Secretary	C	12
*Mary Chaney	Secretary/Textbook and Certification	C	12
*Sarah Chauncey	Personnel Specialist	C	12
Cortney Flowers	Secretary, Administrative I	A	12
*Claire Green	Administrative Secretary	C	12
Teresa Jones	Employee Benefits Specialist	C	12
*Karen Lager	Secretary to the Superintendent	C	12
*Karen Minton	Accounts Payable Specialist	C	12
*Robinette Odom	Secretary, Administrative I	C	12
*Sherry Peppers	Assistant Chief Financial Officer	C	12
*Austin Richmond	Assistant Director of Human Resources	A	12
*Debra Ross	Secretary for Administration	C	12
*Marilyn Sapp	Admin. Support Specialist Federal Programs	C	12
*Tylyn Stansel	Secretary, Administrative I	C	12
Juanita Torres	Migrant Education Recruiter/Advocate	C	12
Michele Howard	Coord. Comp. Health Ed/Attendance	C	11
*Confidential emplo	pyee		
Branford Elementar			
Teresa Allen	Media Clerk	C	10
Kelly Davidson	Paraprofessional	Α	09
Staci Feeney	Paraprofessional	C	09
Dave Guyton	Custodian	A	12
Amanda Harris	School Secretary	C	12
Belinda Horn	Paraprofessional	INT C	09
Cara Howard	Pre-K Paraprofessional/Lead CDA	C	09
Lacey Humphries	Paraprofessional	A	09
Anthony Jackson	Head Custodian	C	12
Erica Jordan	Custodian	INT C	12
Karen Knighton	Paraprofessional	C	09
Jenny McCook	Paraprofessional	A	09
Pamela Norton	Pre-K Paraprofessional/Lead CDA	C	09
Magaly Ocampo	Paraprofessional	A	09
Brenda Raulerson	Paraprofessional ESE	C	09

Sharon Richardson	Administrative School Secretary	1 1 C	12
Erin Roberts	Paraprofessional Pre-K	$\mathbf{C}$	09
*Mary Roberts	School Bookkeeper	C	12
Wendy Stines	Paraprofessional	$\mathbf{C}$	09
Yvonne Topham	Paraprofessional	C	09
*Confidential emplo	yee		
Branford High Scho	ol:		·
Jerri Byrd	Media Clerk	C	10
Sharon Cregg	Custodian	C	12
*Tracy Delegal	School Bookkeeper	C	12
Sara Griffith	Head Custodian	C	12
Daphine Harden	Paraprofessional	C	09
Travis Howard	Paraprofessional	A	09
Martha Jones	Paraprofessional	Α	09
Michelle Lambert	Paraprofessional	C	09
Andrea Lanier	Paraprofessional	C	09
Lauri Reaves	School Secretary	C	12
John Stancel	Custodian	C	12
Roger Terry	School Secretary/Data Entry	C	12
Karen Tucker	Custodian	INT C	12
DeborahYates	Paraprofessional	C	09
*Confidential emplo	yee		
Facilities Departmen	nt:		
Timothy Bass	Maintenance Man I	$\mathbf{C}$	12
K. Doug Bates	Facilities Assistant/Project Manager	C	12
James Bryan	Maintenance Man I	C	12
Maurice Copeland	Landscape Foreman	$\mathbf{C}$	12
Julian Durham	Maintenance Foreman	$\mathbf{C}^{\top}$	12
John Garrison	Assistant Grounds Foreman	C	12
Michael Hall	Maintenance Man I	Α	12
Christina Hamlin	Administrative Secretary I	A	12
Kevin Hingson	Assistant Foreman Maintenance	C	12
Matthew Hingson	Maintenance Man II	C	12
Jon Hunsinger	Maintenance Man I	C	12
Russell Landen	Facilities Technology Technician	C	12
George Langford	Maintenance Man I	C	12
James Larson	Custodian	Α	12
T : 3 A C 11	Groundskeeper	C	10
Levi McCall	Orounuskeeper	C	12

Daniel Monroe	Groundskeeper	C	12
Terry Murray	Air Conditioning/Electrical Specialist	C	12
Lorraine Musgrove	Facilities Assistant	C	12
Rosa Perez	Custodian	Α	12
Terry Richardson	Painter	C	12
<b>Emery Scarborough</b>	Maintenance Man I	A	<del>12</del>
Tyler Smith	Groundskeeper	$\mathbf{C}$	12
Katlin Westrich	District Secretary	Α	12
Kevin Williams	Groundskeeper	Α	12
Food Service:			
Leona Ash	Assistant Food Service Manager	INT C	09
Arlene Baker	Food Service Manager	C	09
Terrie Baker	Food Service Worker-8 hr.	INT C	09
Teresa Brannan	Food Service Worker- 8 hr.	INT C	09
Shanda Campbell	Food Service Worker- 6 hr.	INT C	09
Betty Carroll	Food Service Worker-8 hr.	$\mathbf{C}$	09
Pamela Carver	Assistant Food Service Manager	C	09
Georgia Chancey	Food Service Manager	C	09
Jenna Chancey	Food Service Worker-3 hr.	PT	09
Kimberly Choe	Food Service Worker-3 hr.	PT	09
Crystal Cox	Food Service Worker-6 hr.	A	09
Deborah Crawford	Food Service Worker-8 hr.	C	09
Mary DeHart	Food Service Worker-8 hr.	C	09
Carolyn Dexter	Food Service Worker-8 hr.	C	09
Annie Folsom	Food Service Worker-8 hr.	C	09
Lisa Fortner	Food Service Manager	Α	09
Lisa Fralick	Food Service Worker-8 hr.	INT C	09
Yamile Gafas	Food Service Worker-6 hr.	A	09
Jennifer Gaskins	Food Service Worker-8 hr.	A	09
Candace Hampton	Food Service Worker-3 hr.	PT	09
Mattie Herring	Food Service Worker-3 hr.	PT	09
Darlene Hillhouse	Food Service Worker-6 hr.	C	09
Linda Hingson	Food Service Worker-8 hr.	$\mathbf{C}$	09
Rosanna Holtzclaw	Food Service Manager	$\mathbf{C}$	09
Katherine Howard	Food Service Worker-6 hr.	C	09
Reba Hurst	Food Service Manager	Α	09
Deborah Ibarra	Food Service Worker-6 hr.	A	09
Cindy Johnson	Administrative Secretary I	C	12
Ashley Jenkins	Food Service Worker-3 hr.	PT	09
Carol Jenkins	Food Service Worker-3 hr.	PT	09
Katrina Johnson	Food Service Worker-8 hr.	C	09

Wendy Jones	Assistant Food Service Manager	INT C	09
Nannette Kimbro	Assistant Food Service Manager	C	09
Rebecca Kirby	Assistant Food Service Manager	C	09
Deborah Konecki	Food Service Worker-3 hr.	PT	09
Janice Lee	Assistant Food Service Manager	C	09
Evelin Najera	Food Service Worker-6 hr.	INT C	09
Paul Otterbine	Food Service Worker-8 hr.	A	09
Shirley Holland	Food Service Worker-8 hr.	A	09
Linda Plymel	Food Service Manager	C	09
Melanie Rickett	Assistant Food Service Manager	C	09
Donna Rightmire	Food Service Worker-3 hr.	PT	09
Rhonda Tillman	Food Service Worker-6 hr.	INT C	09
Lucille Turner	Food Service Worker-6 hr.	C	09
Edith Underwood	Food Service Worker-8 hr.	INT C	09
Julie Verdegem	Food Service Worker-8 hr.	$\mathbf{A}$	09
Amelia Warner	Food Service Worker-8 hr.	Α	09
Carol Warner	Assistant Food Service Coordinator	C	12
Tammie Warner	Food Service Manager	C	09
Vicki Waters	Food Service Worker-8 hr.	$\mathbf{C}$	09
Stephanie Whittington	Food Service Worker-8 hr.	INT C	09
Teresa Williams	Food Service Worker-8 hr.	C	09
William Yates	Food Service Worker-8 hr.	A	09
Information Technol	ooy Denartment		
Donna Bass	Administrative Secretary	C	12
Stewart Fissell	Information Technology Technician	Č	12
Brian Gollery	Information Technology Technician	Č	12
Michael Howell	Information Technology Technician	Č	12
Kelly Philmore	Network Specialist	Č	12
Natasha Pittman	Software Specialist	Č	12
Evan Saunders	Information Technology Technician	Č	12
Edmund Thompson	Information Technology Technician	Ā	12
-			
School Nurses:	G 1 127	a	
Goldie Fralick	School Nurse	C	10
Jacqueline Bowles	School Nurse	A	10
Kelley Humphries	School Nurse	INT C	10
Patricia Nixon	School Nurse	C	10
Shalenthia Reynolds		C	10
Mary Katherine Sellgren	School Nurse	C	10

	A THE		
Suwannee Elementar	y School:		
Tanya Crain	Paraprofessional - ESE	C	09
David Daniels	Custodian	C	12
Julia Davidson	Paraprofessional	Α	09
Marilynn Eaken	School Secretary	Α	12
*Kay Glass	Administrative School Secretary	Α	12
*Patricia Hines	School Bookkeeper	C	12
Cheryl Ann Jackson	Media Clerk	$\mathbf{C}$	10
Cathy Jerkins	Paraprofessional	Α	09
Keith Johnson	Custodian	INT C	12
JoAnn LeDew	Paraprofessional	C	09
Heather Marshall	Paraprofessional	Α	09
Jennifer McMillan	Paraprofessional	Α	09
Jessica Melgar	Paraprofessional	C	09
Lenora Pate	Paraprofessional	C	09
Yvette Perez	Migrant Education Basic Skills Tutor	C	10
Vernita Reed	Head Custodian	C	12
Ashley Reeves	Paraprofessional - ESE	C	09
Kristin Register	Paraprofessional	C	09
Tralene Sasso	Paraprofessional	C	09
*Confidential employ	yee		-
RIVEROAK Technic	cal College:		
Richard Allen	School/Community Liaison	C	12
Richard Calvitt	Financial Aid Coordinator	$\mathbf{c}^{-}$	12
Virginia Crews	Paraprofessional	$\overline{\mathbf{C}}$	09
Laura Hernandez	School Secretary	A	12
Tammy Johns	School Secretary	C	12
Ashley Kirby	Pre-K Paraprofessional/Lead CDA	C	09
Jeffrey Lee	TAP Coordinator	Α	12
*Tommy Miller	School Bookkeeper	A	12
TaTrease Sapp	Paraprofessional	C	09
John Sinclair	Paraprofessional	INT C	09
*Dana Tidwell	Administrative Secretary	Α	12
Terry Vickers	Community Relations Specialist	A	12
*Confidential employ	yee		
Suwannee High Scho	201		
	Administrative Secretary	C	12
TEMPTITO OF THE STREET	- ratification of the contraction of the contractio	~	14

Carla Blalock	Media Clerk	C	10
Viola Brown	Custodian	C	12
Gail Butler	Paraprofessional - ESE	C	09
Maria Cartagena-Reyes	_	INT C	09
*Heather Crotty	School Bookkeeper	INT C	12
Nahjawan Dukes	Paraprofessional	A	09
Robert George	Custodian	INT C	12
Linda Goodman	Custodian	C	11
Claudies Ivey	Custodian	C	12
A Lloyd Jackson	Custodian	C	12
Jimmy Jackson	Security Guard	C	12
Karen Jackson	Attendance Clerk	C	10
Brant Jessup	Paraprofessional	A	09
Brenda Johnson	Custodian	A	12
Anthony Jones	Paraprofessional	Α	<del>-09</del>
Gretchen Rasdorf	Paraprofessional	C	09
Maria Reyes	Paraprofessional	A	09
Janette Schenck	Paraprofessional	C	09
Tammy Turner	Paraprofessional	INT C	09
Maria Watson	Paraprofessional	A	09
Kelly Wiggins	Paraprofessional	C	09
Laketha D. Wilson	School Secretary	C	12
Kasey Wynn	Administrative School Secretary	Ā	11
**************************************		~~	
*Confidential employ	yee		
Suwannee Intermedia	ate School:		
Lori Alban	School Secretary	INT C	11
Christina Batton	Paraprofessional	C	09
Crystal Gill	Paraprofessional	A	09
*Tina Colvin	-	C	
	School Bookkeeper Student Care Attendant – ESE	C	12
Michael Herring		C	09
Shari Lynn Herron	Paraprofessional - ESE		09
Naela Jimenez	Pre-K Paraprofessional	A	12
Dona E. Norris	Media Clerk	C	10
Timothy Rickett	Custodian	INT C	12
Mayra Salazar Villa	*	A	09
Tiffany Sanders	Paraprofessional	C	09
Lori Smith	Head Custodian	INT C	12
Monica Sauer	Paraprofessional	A	09
Holly Setzer	Paraprofessional	C	09
Amy Steed	Paraprofessional	C	09

Pamela Taylor	Paraprofessional/interpreter		A	09
Ronald Tucker	Paraprofessional	(	C	09
Mayra Salazar-Villa	Paraprofessional		A	09
Erin Vogel	School Secretary	(	C	12
Ü	·			
*Confidential employ	yee			
** Grant funded - un	til funds are depleted			
a 2011 a	1 1			
Suwannee Middle So			a	10
D. Evelyn Aue	School Secretary		C	12
Amanda Bartley-Ramirez	Paraprofessional		C	09
Yoleydis Cartaya	Paraprofessional		A	09
Pamela Caruso	Custodian		C	12
Annah Davis	Paraprofessional		A	09
Deborah Davis	Paraprofessional		A	09
Sharan Dedge	Paraprofessional - ESE		C	09
*Leigh Fernald	School Bookkeeper		A	12
Cynthia Ford	Custodian		C	12
Sandra Fountain	Head Custodian		C	12
Debra Hodges	Paraprofessional		C	09
Glenda Jody Musgrove	Media Clerk		C	10
Theresa Owens	Paraprofessional	!	<b>C</b> .	09
Kathleen Shea	Administrative School Secretary		C	12
Lisa Shuler	Custodian		A	12
Elizabeth Smith	Paraprofessional		INT C	09
Naomi Spears	Custodian	(	C	12
Barbara Tucker	Paraprofessional ESE	(	C	09
Jacquelyn Wiggins	Paraprofessional - ESE	(	C	09
Amanda Williams	Paraprofessional	(	C	09
Carla Williams	General Receptionist	•	C	11
Herbert Williams	Custodian	(	C	12
Kayla Williamson	Paraprofessional		A	09
*C C1 ! 1 1				
*Confidential employ	yee			
Suwannee Primary S	chool:			
Ila F. Allen	Paraprofessional	+	C	09
LaDonna Baker	Paraprofessional		C	09
June Bashaw	Paraprofessional		Å	09
Marolyn Black	Paraprofessional		C	09
Tara Brock	Pre-K Paraprofessional/Lead CDA	(	C	09
Kadie Butler	Pre-K Paraprofessional		INT C	09
	1		_	

Misty Cashmore	Paraprofessional	A	09
Melanie Chambliss	Secretary/Administrative Aide	С	12
Denise Chandler	Paraprofessional	С	09
Linda Cheshire	Paraprofessional	C	09
Traci Davis	Pre-K Paraprofessional/Lead CDA	Α	09
Tenlee DeLoach	Pre-K Paraprofessional/Lead CDA	C	09
Jody Ellison	Head Custodian	C	12
Michael Fusco	Custodian	<del></del>	<del>-12</del>
Alice Gambel	Paraprofessional	C	09
*Debra Gamble	School Bookkeeper	C	12
Meredith Garrison	Paraprofessional	Α	09
Mayra Gonzalez	Paraprofessional	C	09
Janet Good	Paraprofessional	A	09
Laritta Hunter	Pre-K Paraprofessional/Lead CDA	A	09
Imelda Jaramillo	Pre-K Interpreter/Parent Liaison	C	12
Nancy Jernigan	Paraprofessional	C	09
Amanda Kiser	Pre-K Paraprofessional/Lead CDA	Α	09
*Roberta Kuyrkendall	Administrative School Secretary	C	12
Connie Little	School Secretary	C	12
Brittany Lock	Paraprofessional	Α	09
Luvernia Lock	Pre-K Paraprofessional/Lead CDA	C	09
Rajan Maharajh	Custodian	• <b>A</b>	12
Vanessa Mares Isidro	Paraprofessional	$\mathbf{A}$	09
Janice McCall	Pre-K Paraprofessional	C	09
Sarah McIntosh	Paraprofessional	C	09
Katey Melland	Paraprofessional	C	09
Catherine Melton	Paraprofessional	A	09
Wildaly Nieves-Lopez	Paraprofessional	C	09
Hannah Ragan	Pre-K Paraprofessional	$\mathbf{A}$	09
Logan Register	Paraprofessional	A	09
Marcia Riegel	Paraprofessional	A	09
Debbie Ritchey	Custodian	C	12
Julie Skeen	Paraprofessional	A	09
Tara Smith	Paraprofessional	Α	09
Kimberly Steichen	Paraprofessional	A	09
Drea Taylor	Pre-K Paraprofessional	Α	09
Geraldine Thomas	Paraprofessional	C	09
Lori Torres	Paraprofessional	. C	09
Dora Townsend	Pre-K Paraprofessional/Lead CDA	C	09
Rhonda Twilley	Paraprofessional	C	09
Ellawese Washington	Paraprofessional	C	09
Ronna Williams	Media Clerk	INT C	10

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Stephanie Williams	Paraprofessional	C	09
Deanna Yott	Pre-K Paraprofessional/Lead CDA	C	09
	•		
*Confidential emplo	yee		
<del>-</del>			
Transportation Depa	rtment:		
Paula Anderson	Bus Driver	A	09
Eunice Ansley	Bus Driver	A	09
Tyrone Ansley	Bus Driver	A	09
David Barnes	Bus Driver	INT C	09
Sharon Lynn Bass	Bus Driver	C	09
David Beard	Bus Driver	C	09
Kimberly Bennett	Bus Attendant	A	09
Timothy Bennett —	Mechanic ————————————————————————————————————	<del></del>	<del>-09</del>
Dorie Bingemann	Bus Driver	$\mathbf{C}_{\perp}$	09
Sharna Blanco	Bus Driver	A	09
Charlen Bowdry	Bus Driver	A	09
Alma Brown	Bus Driver	C	09
Edna M. Bryant	Bus Driver	C	09
Chinneta Butler	Bus Driver	$\mathbf{C}$	09
LaRonda Butler	Bus Driver	$\mathbf{A}$	09
Shateea Butler	Bus Driver	C	09
Tramane Carwise	Bus Attendant	A	09
Donna Cassan	Bus Driver	A	09
Sarah Chavis	Bus Driver	C	09
Amanda Colon	Bus Driver	Α	09
Gary A. Colvin	Vehicle Maintenance Manager	C	12
Chancie L. Corbett	Bus Driver	C	09
Daisy Couture	Bus Attendant	A	09
James Dunham	Bus Driver	A	09
Crystal Fernandez	Bus Driver	A	09
*Ernestine Fleming	Administrative Secretary I	C	12
Willie Charles Ford	Mechanic	C	12
Caren L. Fout	Bus Driver	C	09
Pauline Frazier	Bus Driver	C	09
Stacy Futch	Head Mechanic	C	12
Robin Garbett	Bus Driver	Α	09
Eva Garitson	Bus Driver	Α	09
Mercedes Gervacio	Bus Attendant	Α	09
Ana Gienger	Bus Driver	A	09
Tia Ginn	Bus Driver	Ā	09
Toni Hansard	Bus Driver	C	09
		_	

Teneshia Henderson	Bus Driver	A	09
Debra Hill	Bus Attendant	C	09
Carol Jenkins	Bus Driver	C	09
*Kelly Jenkins	Administrative Secretary I	C	12
Leon Kaczmarek	Bus Driver	A	09
Gina Knight	Bus Attendant	A	09
Sandra Koehn	Bus Driver	C	09
Scott Koehn	Mechanic	C	12
Monica Lorenz	Bus Driver	A	09
Mary Mais	Bus Driver	A	09
Haddie Mann	Bus Driver	C	09
Michael Martin	Bus Driver	C	09
Scott Melanson	Mechanic	C	12
Kristine Meyer	Bus Driver	C	09
Lillian Moman	Bus Driver	INT C	09
Eva Moore	Bus Driver	C	09
Janet Moore-Harris	Bus Driver	C	09
Michael Munhall	Parts Inventory Clerk	A	12
Charity Nasworthy	Bus Driver	A	09
Sandra Neely	Bus Driver	C	09
Shawn Neely	Bus Attendant	A	09
Robin Oliver	Bus Driver	A	09
Monica Pitts	Bus Driver	C	09
Phyllis Postell	Bus Driver	C	09
Gloria Presley	Bus Driver	C	09
Manuel Puente	Bus Driver	A	09
Johna Rafferty	Bus Driver	C	09
Earnestine H. Riley	Bus Driver	C	09
Joanne Ripley	Bus Attendant	A	09
Hope Robinson	Bus Driver	A	09
Synthia Schnaudigel	Bus Driver	C	09
Tara Spears	Bus Driver	A	09
James Stratton	Bus Driver	A	09
Janice Thompson	Bus Driver	C	09
Thawanna Tooten	Bus Driver	C	09
Linda Vanous	Bus Driver	A	09
James Voiles	Bus Driver	A	09
Misty Voss	Bus Driver	C	09
Alice Wenig	Bus Driver	A	09
Inez Williams	Bus Driver	C	09
Lakeisha Williams	Bus Driver	C	09

\*Confidential employee

## **TRANSFER:**

NAMEFROM: SITE/POSITIONTO: SITE/POSITIONREPLACESEFFECTIVEJanice McCallSPS/Lead ParaprofessionalSPS/PreK ParaprofessionalTBA8/15/2016

End of List 2016-2017 School Year

#### PERSONNEL CHANGES LIST ADDENDUM:

## **RECOMMENDATIONS: ADMINISTRATIVE:**

#### Suwannee Middle School:

John Olson, Assistant Principal, effective June 13, 2016

#### Transportation Department:

Jimmy Cherry, Jr., Assistant Director of Transportation, effective June 3, 2016

## **RECOMMENDATION: NON INSTRUCTIONAL:**

## **CONTRACT RENEWAL:**

Name	Position	Contract	Term
Timothy Bennett	Mechanic	· A	12

END OF PERSONNEL CHANGES LIST ADDENDUM
2015-2016
School Year

1 (\$ 10 m) + 5 m

## **ACTION ON THE AGENDA ADDENDUM:**

## <u>Assistant Superintendent of Instruction – Janene Fitzpatrick:</u>

- #4.MOTION by Mrs. Ulmer, second by Ms. Cason, for approval of the following personnel item for the 2015-2016 school year:
  - a. Add the following summer school position for the 2016 summer school term: (pgs. A20)

**Program** 

Number of Employees/Position/Site

Part Y

Credit Recovery

1 - Dean (6 hours/day) (SMS)

MOTION CARRIED UNANIMOUSLY

## END OF AGENDA ADDENDUM FOR JANENE FITZPATRICK

#### School Board Attorney - Leonard Dietzen:

13. Legal Counsel's Report – No legal matters to report.

## Superintendent of Schools - Jerry Scarborough:

14. Superintendent's Report – No matters to report.

## **School Board Members:**

15. Issues and concerns Board members may wish to discuss

No issues or concerns to report.

The meeting adjourned at 7:00 p.m.

## SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

702 - 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

> JERRY A. SCARBOROUGH Superintendent of Schools

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

#### MEMORANDUM

TO:

Jerry A. Scarborough, Superintendent of Schools Mark A. Carver, Director of Facilities

FROM:

THRU:

Ted Roush, Assistant Superintendent of Administration

DATE:

June 13, 2016

RE:

Agenda Item for June 28, 2016, Regular Board Meeting

#### **RECOMMENDATION:**

The Superintendent recommends approval of Property Records Disposition Form for June 2016.

#### **BACKGROUND:**

Capitalized assets are obsolete or no longer serviceable.

## SUWANNEE COUNTY SCHOOL BOARD PROPERTY DISPOSITION FORM BOARD MEETING JUNE 2016

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99005543	Cooler, Milk Box	\$ 2,171.00	Jun-06	SES	Surplus
99001230	Monitor, Vital Signs	\$3,505.95	Jul-94	RIVEROAK	Surplus
	TOTAL	\$ 5,676.95			

Requested By:	Mallan	APPROVED BY:	· \$	
	MARK A CARVER,	<del>-</del>	SUPERINTENDENT	
	DIRECTOR OF PROPERTY RECORDS		*	
	6/28/2016			
	DATE		BOARD CHAIRMAN	

## SUWANNEE COUNTY SCHOOL DISTRICT



702 - 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

#### JERRY A. SCARBOROUGH Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

JERRY TAYLOR DISTRICT I

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III **BOARD ATTORNEY** 

#### **MEMORANDUM**

TO: Jerry A. Scarborough, Superintendent of Schools

FROM: Vickie DePratter, Chief Financial Officer

DATE:

June 20, 2016

RE:

Agenda Item for June 28, 2016, Regular Board Meeting

#### **RECOMMENDATION:**

The Superintendent recommends approval of the following contract/agreement for the 2016-2017 school year:

#2017-53

North East Florida Educational Consortium (NEFEC) 2016-2017 Membership Master Contractual Agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of NEFEC (Renewal)

#### **BACKGROUND:**

NEFEC Membership Resolution Main Contract #731-17-051; Attachments #17-051-A1; #17-051-A27; and #17-051-A43.

This contract is for the purpose of providing services and/or products that may not be otherwise available to the Board or provided with greater efficiency at less cost.

#### SCSB 2017-53 (REVISED/RENEWAL)

## North East Florida Educational Consortium 2016-2017 Membership

This signature page is incorporated into and subject to all terms and conditions of the master contractual agreement between the District School Board of Suwannee County and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium.

Suwannee County District Schools is participating in the following programs for 2016-2017:

Program:

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NEFEC Membership:				
Resolution	\$18,268.70			
Main Contract #731-17-051				
Instructional Services - #17-051-A1	\$5.00 per FTE = \$29,930.00			
Building Code Inspection - #17-051-A27	\$26,952.31			
Human Resources Management Network - #17-051-A43	\$5,150.76			
IN WITNESS WHEREOF, the parties hereto, by the undersigned authorized to bind said parties, set their hands and seal on this the, day of, 2016.  APPROVED AND RECOMMENDED FOR SIGNING				
District School Board of Suwannee County				
by Jerry Scarborough, Superintendent	by Phythis L. Criswell, Superintendent			
Dated:	Dated: 5 3 16			
	al Mesta			
by Ed daSilva, Chairperson	by David M. Buckles, Chairperson			
Dated:	Dated: 5 3 16			
North East Florida	Educational Consortium			
by Dr. James A. Sur	rrency, Executive Director			

#### RESOLUTION

A RESOLUTION OF THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA, ADOPTING A PLAN FOR COOPERATING WITH SCHOOL BOARDS OF OTHER DISTRICTS IN THIS STATE AND ESTABLISHING A PROCEDURE AND CONDITIONS FOR SUCH OPERATION OF AN EDUCATIONAL CONSORTIUM, AND CONTRACT FOR THE PURCHASE OF CERTAIN MATERIALS, SUPPLIES, EQUIPMENT, AND SERVICES TO BE USED OR PERFORMED IN RESPECTIVE SCHOOL SYSTEMS.

WHEREAS, the District School Board of Suwannee County, Florida has the power and the duty among other responsibilities to cooperate with other agencies in joint projects, programs and services through participation in an Educational Consortium, when it is in the best interest of the educational system and the taxpayers of Suwannee County in meeting the school district's needs, and

WHEREAS, it is necessary to adopt plans for cooperating with school boards of other districts in this State, and in order to initiate this cooperation and these plans it is necessary that the Consortium be initiated by resolutions spread upon the minutes of each school board concerned, and

WHEREAS, the school boards of applying counties accepted by the boards including Baker, Bradford, Columbia, Dixie, Flagler, Gilchrist, Hamilton, Lafayette, Levy, Nassau, Putnam, Suwannee and Union Counties, P.K. Yonge Developmental Research School, and the Florida School for the Deaf and the Blind, plus any other who adopts a like resolution, agree to participate and are approved as a member by the Board of Directors, hereinafter called the Cooperating Boards, have expressed a desire to enter into a collaboration of separate public entities (which is not a partnership, and in which none of the collaborating institutions may incur debt on behalf of any of the others or bind any of the others in contract, and which collaboration is called the "Consortium" or "Educational Consortium") through which the participating counties may jointly perform, bid, contract for, and purchase certain materials, supplies, equipment, and services to be used in respective school systems and operate programs as authorized and permitted by law and State Board of Education Rules including, but not limited to, those listed in Section I of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE DISTRICT SCHOOL BOARD OF	
SUWANNEE COUNTY, FLORIDA, IN A REGULAR SESSION ON <u>SUNE</u> 28	2016, AT
THE SUWANNEE COUNTY SCHOOL ADMINISTRATION BUILDING,	

LIVE DAK	, FLORIDA, AS FOLLOWS

SECTION 1. That the District School Board of Suwannee County, Florida, does hereby determine that it is in the best interest of the taxpayers and students of Suwannee County to cooperate with other counties in the operation of an Educational Consortium which shall include, but not be limited to bidding, contracting, and purchasing arrangements pursuant to a plan to implement the following services and/or programs:

- (a) Grants (federal, state, and private): pursuant to eligibility
  - FDLRS (Florida Diagnostic and Learning Resources System): no cost / grant funded
  - TIF SEEC: no cost / grant funded
  - FDLRS Statewide Administration Project
  - Institute for Small and Rural Districts: no cost / grant funded
- (b) Instructional Services Program: contracted services
  - Opportunity to participate in any grant written in FY 16-17: *pursuant to eligibility* requirements.
  - Master Inservice Plan Development, including endorsement and add-on certification.
  - Leadership Plan Development
  - Alternative Certification Plan
  - Teacher and principal evaluation technical assistance
  - Textbook adoption for core areas
  - Professional Development System Evaluation Protocol technical assistance
  - grant writing support
  - NOEL initiatives
  - technical and implementation assistance for legislative mandates
  - College and Career Readiness Initiative
  - Principal Leadership Academy: per participant fee
  - Aspiring Leaders Program: per participant fee
  - E-Learning professional development: per participant fee discounted rate
  - Florida Standards professional development
  - BODLDP (Board of Directors Leadership Development Program)

- (c) Student Testing: contracted services
- (d) Risk Management: contracted services
- (e) Policy Development, Revision, and Update Service: no cost/supported via NEFEC (approx. value of \$5K per district for revision and annual update)
- (f) Printing Services: discounted printing services
- (g) Educational Technology Services: contracted services (student information, human resources, finance)
- (h) Human Resources Management Network: partially supported by NEFEC/ contracted services
- (i) Public Relations/Web Services: no cost/supported via NEFEC
- (j) Legislative Network Services: partially supported by NEFEC funding/membership fee
- (k) Building Code Program: contracted services
- (1) Instructional Technology/Digital Classroom Plan technical assistance: contracted services
- (m) Virtual Instruction Program: contracted services
- (n) Any other services or programs deemed necessary by the Board of Directors of the Consortium

Each school district shall have the option of participating in any or all of the above services and/or programs through individual contracts unless otherwise specified in this Resolution.

**SECTION 2.** That the Board agrees to accept the procedures adopted by the participating boards and agrees to be bound by any contracts and bids once they have been let or executed.

SECTION 3. That the District School Board of Suwannee County, Florida, does hereby agree that the Educational Consortium shall be managed by an Executive Director and all policies will be set by the Board of Directors, composed of the Superintendents (or equivalent position) of the participating school districts. All personnel employed by the District School Board of Putnam County (the host school district or district of record), on behalf of the Educational Consortium, will be governed by the host school district school board's policies.

<u>SECTION 4.</u> That Educational Consortium business office and physical operation will be located in Putnam County, Florida.

SECTION 5. That Board of Directors shall determine the needed services, products and/or programs; establish the charge for services rendered by the Educational Consortium to the Cooperating Boards or other School Boards availing themselves of the services offered by the Educational Consortium; set policies; recommend the establishment of positions and individuals for appointment

to the district of record; and establish a uniform method for participating school districts to evaluate services and/or programs provided.

**SECTION 6.** That all procedures, contracts and bidding shall comply with all applicable State Laws, State Board of Education Rules, and policies of the District School Board wherein the business office of the Educational Consortium is located.

SECTION 7. That the member school district shall pay a base assessment of \$2,725.00 plus \$1.85 per unweighted FTE, based on October, 2015, FTE enrollment figures, for the general operation of the Consortium, \$969.60 for Indirect Cost fees to be rebated to Putnam County District Schools, serving as Fiscal Agent, and a base assessment of \$3,500.00 for participation in the NEFEC Legislative Network Services Program.

SECTION 8. This resolution and the agreement set forth herein shall be in full force and effect for the 2016-2017 fiscal year, at which time this agreement shall become null and void, unless affirmative action by appropriate resolution is taken by each and all the school boards participating in the Educational Consortium.

SECTION 9. That this agreement between the cooperating school boards of the Educational Consortium, as set forth in this resolution, will be in operation and effective from July 1, 2016, by action of the various school boards named herein, and upon adoption by the Cooperating Boards joined together in this Consortium shall be binding from said date of July 1, 2016.

**SECTION 10.** The official name of the Educational Consortium is North East Florida Educational Consortium and has been in existence since July 1, 1976.

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## CONTRACTUAL AGREEMENT 731-17-051

# The District School Board of Suwannee County AND

## The District School Board of Putnam County on behalf of the North East Florida Educational Consortium

THIS CONTRACT between the District School Board of Suwannee County, herein referred to as the EOARD, and the District School Board of Putnam County on behalf of the North East Florida Educational Consortium, herein referred to as the CONSORTIUM, is for the purpose of: providing services and/or products that may not be otherwise available to the Board or provided with greater efficiency at less cost. Such services and/or products are more specifically described in subsequent contract attachments which, upon approval, become a part of this contract.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter stated, the above described parties covenant and agree as follows:

- 1. This contract shall begin on July 1, 2016. All work shall be completed by June 30, 2017, unless otherwise indicated in specific attachments.
- No payment will be invoiced or paid for any work performed after June 30,
   2017, unless otherwise indicated in specific attachments.
- 3. The Consortium shall be in compliance with the following:
  - (a) Title 42 United States Code Section 2000d (Section 601, Title VI, Civil Rights Act of 1964, as amended). The Consortium shall be in compliance with Sections 1011.62 and 1012.98 as amended by Florida Statutes and State Board Rules where applicable.
  - (b) Title 29 United States Code Section 794 (Section 504, Rehabilitation Act of 1973, as amended).
  - (c) Title 20 United States Code Section 1681 (Section 901, Title IX, Pub. L. 92-318, prohibiting discrimination on the basis of sex) unless the Consortium has been declared exempt or deferred from these provisions.

Performance by the Board of any of its obligations under this contract shall be subject to the Consortium's compliance with such provisions.

- 4. The performance by the Board of any of its obligations under this contract shall be subject to and contingent upon the availability of monies lawfully applicable for such purposes. If the Board deems, at any time during the term of the contract, that monies lawfully applicable to any attachment to this contract shall not be available for the remainder of the term, the Board shall immediately so notify the Consortium by phone, fax or e-mail to be followed in writing no less than five (5) days after the determination, whereupon the obligations of the parties herein shall end upon the giving of such notice, and such attachments of this contract shall be considered as canceled by mutual consent as provided in Paragraph 5.
- 5. In case of cancellation, only the costs actually accrued to the date of cancellation will be due and payable and all work in progress will become the property of the Board and will be turned over promptly by the Consortium. Any services(s) and/or product(s) reflected in the attachments to this contract may be canceled only by:
  - mutual consent of both parties, or (a)
  - either party upon giving ninety (90) days written notice to the other, unless (b) otherwise indicated in specific attachments.
- 6. Neither the Consortium nor any individual employed under this contract shall have any proprietary interest in the product.
- 7. Should the Consortium be unable to deliver as required in this contract, the Consortium may propose a contract amendment. There is no obligation on the part of the Board to concur in such a proposal or to accept late delivery of any product except and unless the failure to deliver is due to an unforeseen circumstance, catastrophic in nature such as a hurricane or other similar circumstances. Unless this contract is properly amended, in the event of non-delivery, all liability for payments for the product(s) by the Board shall expire on the day following the specified due date.
- 8. This contract may be changed or modified only by an amendment executed in the same manner as the original.
- 9. This is a flat fee contract. No amounts will be due, nor will there be any Board obligation, except for payments specified to be made, and then only if products are delivered on or before the date(s) specified.
- 10. The Consortium shall provide to the Board written progress reports for each attachment to the contract as requested. Invoices shall be prepared for the amount due as specified in each attachment to the contract and delivered to the district administrator with appropriate reports and/or products. The district administrator will review each report and/or product and confirm to the finance officer
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over his/her signature on the invoice accompanying such progress and/or final reports that all obligations of the Consortium have been met pursuant to the contract and that payment should be made according to such invoices.

- 11. The Board agrees as follows:
  - (a) To cooperate in all matters requiring concurrences or approval in order that the Consortium will not be unduly delayed in performing contractual obligations.
  - (b) To designate in writing to the Consortium a district administrator to act for the Board in all matters pertaining to this contract up to and including all reports, drafts, products and invoices.
  - (c) To pay to the Consortium the amount indicated in each attachment for the product(s) and/or services(s) reflected therein. All payments are due in forty (40) days from the date on the invoice, in accordance to 215.422, Florida Statue. If payment is not made within ninety (90) days service(s) will be discontinued, unless brought to the NEFEC Board's attention for further action.
- 12. The Consortium agrees to provide the products(s) and/or services(s) as per each attachment to this contract.
- 13. In cases whereby the North East Florida Educational Consortium receives federal grant dollars and disburses those funds to districts through cash advances and cost reimbursements, the following rules and regulations apply:

Subject to the receipt of these funds from the Florida Department of Education and/or the United States Department of Education, the Consortium agrees to compensate the Board, on a cost-reimbursable or cash advance basis. This decision is based upon the specific language in the federal project awarded to the Consortium.

This contract is subject to the Laws of the State of Florida, in particular, the below listed provisions found in Sections 287.058, 287.0582, and 215.422, Florida Statutes:

#### 287.058

(1)

- a. All bills for fees or other compensation for services must be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- b. All bills for any travel expenses must be submitted in accordance with Section 112.061, Florida Statutes.
- c. This contract may be unilaterally canceled by either party hereto if the other party refuses to allow public access to all documents, papers, letters, or other material subject to the provision of chapter 4—

- 119, Florida Statutes, and made or received by such party in conjunction with this contract.
- (2) An authorized representative of the agency head and the Consortium, prior to the rendering of any contractual service, shall sign the written contract.
- <u>287.0582</u> The State of Florida's performance obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

215.422 - Agencies have five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order or contract specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, Florida Statutes will be due and payable in addition to the invoice amount. Payments to health care providers for hospitals, medical or other health care services shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

#### LIMITATION OF LIABILITY, WARRANTY, APPLICABLE LAW:

The Consortium shall not be liable to the Board or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances, including, but not limited to, lost revenue or savings, loss of goodwill, or the loss of use of any data, even if the Consortium had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall the Consortium's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid by the Board under this annual agreement. The Board acknowledges that the fees paid reflect the allocation of risk set forth in this agreement and that the Consortium would not enter into this agreement without these limitations on its liability.

All software and services are provided "as is" without any warranty whatsoever, including but not limited to any functionality. The Board recognizes that the "as is" clause of this agreement is an important part of the basis of this agreement, without which the Consortium would not have agreed to enter this agreement. Consortium disclaims all warranties, express, implied, or statutory, regarding the software and services, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement. No representation or other affirmation of fact regarding software and services shall be deemed a warranty for any purpose or give rise to any liability whatsoever. The Board acknowledges that they have relied on no warranties or statements other than as may be set forth herein. It is understood that -65 – this agreement includes a release of all known and unknown claims. The Consortium warrants that any

works provided under the agreement do not violate the copyright rights of any third parties and assumes liability for any claims relating to copyright infringement.

This Agreement and any dispute arising hereunder shall be construed in accordance with the laws of the State of Florida without regard to principles of conflict of laws. For the purpose of this Agreement, the Board consents to the personal jurisdiction and venue of the state courts located in Palatka, Florida. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision shall be automatically amended to so as to best accomplish the objectives of such unenforceable provision within the limits of applicable law. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Any waiver of a provision of this Agreement must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement. This Agreement constitutes the entire agreement between the parties related to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties relating to the software and services and shall not be changed except by written agreement signed by an officer of the Consortium.

#### LEGAL RELATIONSHIPS

The North East Florida Educational Consortium is a regional consortium service organization formed in 1976 with all of the duties and responsibilities as outlined in F.S. 1001.451. The Putnam County School Board is the legal entity designated to act as the parent state agency for NEFEC with the power to enter into contracts for the use and benefit of all Consortium members and participating school boards.

The District School Board of Suwannee County has elected to contract with the Consortium as its agent for the procurement of various services and /or products more specifically described in subsequent contract attachments, which, upon approval become a part of this contract. If any contract entered into by the Putnam County School Board on behalf of the Consortium for the use and benefit of a participating School Board needs to be enforced the parties agree that each member School Board will hire its own counsel and bear its own costs and fees in enforcing the terms of the contract unless a different agreement is reached between the parties.

SCSB 2017-53 (REVISED/RENEWAL)

ATTACHMENT #17-051-A1 TO CONTRACT # 731-17-051 BETWEEN THE SUWANNEE COUNTY DISTRICT SCHOOL BOARD, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS THE CONTRACTOR, TO PROVIDE INSTRUCTIONAL SERVICES PROGRAMS JULY 1, 2016 TO JUNE 30, 2017:

#### I. OBLIGATIONS OF THE CONTRACTOR:

The North East Florida Educational Consortium Instructional Services Program agrees to provide the Suwannee County District School Board for an assessed fee of five dollars (\$5.00) per FTE, based on the previous October enrollment figures, the following services:

- A. To coordinate the North East Florida Educational Consortium Organization of Educational Leaders (NOEL) meetings. The meetings will provide district instructional administrative staff with opportunities for networking, sharing effective practices and Florida Department of Education updates.
- B. To provide regional technical assistance in the implementation of legislative mandates and Florida Department of Education initiatives such as Florida Standards, performance appraisal systems, district reading requirements, staff development protocol, graduation requirements, and virtual instruction.
- C. To provide facilitation and coordination of the development of plans required by both Florida Statutes and the Florida Department of Education. This includes the master inservice plan, professional development system, endorsement plans, leadership development plans, and performance appraisal plans.
- D. To provide regional grant writing and district grant support through template development. Grant writing assistance will include state, federal, and foundation proposals.
- E. To seek legislative funding for local initiatives as directed by the NOELs and/or NEFEC Board of Directors. These initiatives may include Reading, Principal Leadership, Science, Technology, Engineering and Math (STEM), College & Career Readiness, and Educator Quality.
- F. To provide access to educational resources through the NEFEC website, adobe connect and program advisory councils.
- G. To facilitate the implementation of a regional alternative certification plan, to include orientation of district support teams and the facilitation of the state approved components.
- H. To facilitate a College and Career Readiness Network to address needs identified by member districts.
- I. To coordinate the textbook adoption process for core subject areas. Coordination includes an evaluation process, the coordination of vendors, compilation of data and distribution of data summaries.
- J. To provide online professional learning at a reduced rate.
- K. To coordinate and provide regional face to face professional development when appropriate.
- L. To provide access to professional learning through established partnerships.
- M. To facilitate and support the Board of Directors Leadership Development Project (BODLDP).

#### II. OBLIGATIONS OF THE BOARD:

The Suwannee County District School Board agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that the contractor will not be unduly delayed in performing contractual obligations.
- B. The Board designates JANENE FITZPATER a staff member of the Suwannee County District School Board, to act on behalf of the Board in all matters in connection with this Contract Attachment and approve all reports, drafts, and invoices.
- C. To participate in the NEFEC Organization of Educational Leaders (NOEL).
- D. To serve in an advisory capacity to NEFEC's Instructional Services Department
- E. To assist in planning, coordinating, and evaluating Instructional Services Program functions.
- F. To pay to the Contractor \$29,930.00 which represents five dollars (\$5.00) per FTE, based on the previous October enrollment figures. Payments will be due on a semester basis. One-half of the total amount will be invoiced following the signing of this Contract; the remaining amount will be invoiced in January 2017.

ATTACHMENT # 17-051-A27 TO CONTRACT # 731-17-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUMM HEREIN REFERRED TO AS THE CONTRACTOR, FOR THE SERVICES OF A BUILDING CODE ADMINISTRATOR.

This contract period shall be from July 1, 2016, to June 30, 2017, unless otherwise amended/extended by mutual agreement.

#### I. OBLIGATIONS OF THE CONTRACTOR:

The Contractor hereby agrees to the following:

- A. To employ a Building Code Administrator in accordance with the procedures established by the BCA Advisory Committee. The individual will report to each of the district contacts as well as NEFEC's Associate Executive Director.
- B. To issue all permits required by the Florida Building Code and State Statue 1013.38 (School Boards to ensure that facilities comply with building codes and life safety codes).
- C. Permits issued will cover any new construction, remodeling, and renovations of any facilities and the repair, removal, enlargement, alteration, conversion or replacement of any electrical, gas, mechanical or plumbing systems.
- D. To review and approve plans, and construction documents to be permitted and coordinate plan review with the appropriate fire safety inspector.
- E. To inspect all phases of the construction project for the required inspections and visit the job site to coordinate the construction process.
- F. To meet with contractors, architects, and engineers on preconstruction planning and during the construction project.
- G. To issue an annual maintenance permit as required by State Statue 553.80(6) (d) and SREF.
- H. To review district annual facility maintenance permit work orders for compliance with the State Statues, State Requirements for Educational Facilities (SREF), Florida Building Code and the Florida Fire Prevention code.
- I. To perform code compliance inspections for work orders that fall under the annual facility maintenance permit. This includes any alterations to existing electrical, gas, mechanical, plumbing systems. Any emergency repairs, minor renovations, and minor remodeling as long as the projects do not exceed \$200,000.00 per project.
- J. To issue day labor project permits for any construction projects estimated to cost \$200,000.00 or less and perform code compliance inspections.
- K. To provide training and updates for the Florida Building Code and the State Requirements for Educational Facilities (SREF) for maintenance personnel.
- L. To perform annual inspections for all portable classrooms as required by SREF and the Florida Building Code.

#### II. OBLIGATIONS OF THE BOARD:

The Board hereby agrees:

- A. To cooperate expeditiously in all matters requiring concurrence or approval in order that the Contractor will not be unduly delayed in performing contractual obligations.
- B. To designate MARK CARVER, a staff member of the Suwannee County District Schools, to act on behalf of the Board in all matters in connection with this contract attachment and approve all reports, drafts and invoices.
- C. To provide temporary office space as needed by staff.
- D. To pay the contractor \$26,952.31 which is a proportionate share of the agreed upon budget for FY 2016-2017. Participating districts include Baker, Hamilton, Levy, Suwannee and Union Counties.
- E. That participation in this program shall be on the annual option renewal. In the event of withdrawal from this program, the Board shall provide a sixty (60) day written notice of intent to withdraw and subsequently withdraw at fiscal year end June 30, 2017.

That this contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

ATTACHMENT #17-051-A43 TO CONTRACT #731-17-051 BETWEEN THE DISTRICT SCHOOL BOARD OF SUWANNEE COUNTY, HEREIN REFERRED TO AS THE BOARD, AND THE DISTRICT SCHOOL BOARD OF PUTNAM COUNTY ON BEHALF OF THE NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM, HEREIN REFERRED TO AS THE CONTRACTOR, TO PROVIDE HUMAN RESOURCE MANAGEMENT NETWORK SERVICES AND RELATED SUPPORT SERVICES:

This contract period shall be from July 1, 2016 to June 30, 2017, unless otherwise amended/extended by mutual agreement.

#### I. OBLIGATIONS OF THE CONTRACTOR:

The North East Florida Educational Consortium agrees to the following:

- A. Assist Human Resources Management Network members in streamlining their Human Capital Management Systems.
- B. Facilitate networking and sharing of best practices in school district Human Resources.
- C. Assist districts in planning and coordinating targeted professional development for Human Resource Management Network members.
- D. Collaborate and inform members of the Human Resource Management Network on all matters related to innovative recruitment and retention initiatives/strategies.
- E. Provide training and support for implementation of Skyward Fast Track.
- F. Assist participating districts in developing recruitment programs, budgets, brochures, and other related materials.
- G. Target specific universities and teaching colleges within Florida and out-of-state (if applicable) for recruitment visits (includes registration fees for respective career fairs).
- H. Coordinate with district staff to plan the annual Northeast Florida Education Career Fair.
- I. Work with districts and NEFEC staff to implement comprehensive induction programs that include mentoring, staffing high need/critical areas, alternative certification options and community involvement in welcoming and supporting new teachers.
- J. Work with districts on grow your own teacher initiatives (including Future Educator Clubs).
- K. Serve as a liaison with the Florida Department of Education's Recruitment and Retention Office and work to secure support for NEFEC recruitment initiatives.
- L. Assist districts with the use of Human Capital Management System data.

#### II. OBLIGATIONS OF THE BOARD:

The Suwannee County District School Board agrees:

- A. To designate the following district staff member BILL BROTHERS, to act as the contact for educator recruitment.
- B. To pay the Contractor a fee of \$5,150.76 based on \$.66/FTE (October, 2015 enrollment 5,986) plus \$1,200.00 base fee. The Contractor will invoice the Board upon receipt of this properly signed contract. Payment will be due within thirty (30) days of receiving the invoice.
- C. To cooperate expeditiously in all matters requiring concurrence or approval in order that the contractor will not be unduly delayed in performing contractual obligations.
- D. This contractual attachment is incorporated into and subject to all terms and conditions of the master contractual agreement.

## SUWANNEE COUNTY SCHOOL DISTRICT



702 - 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635

www.suwannee.k12.fl.us

JERRY A. SCARBOROUGH Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

**MEMORANDUM** 

**JERRY TAYLOR** DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III **BOARD ATTORNEY** 

TO:

Jerry A. Scarborough, Superintendent of Schools JASUTAD

Elizabeth Simpson Director of St.

FROM:

THRU:

Vickie DePratter, Chief Financial Officer

Janene Fitzpatrick, Assistant Superintendent of Instruction

DATE:

June 7, 2016

RE:

Agenda Item for June 28, 2016, Regular Board Meeting

#### **RECOMMENDATION:**

The Superintendent recommends approval of the following contract for the 2016-2017 school year:

#2017-56

(Contract with ED-TRAKK, Inc.)

Renewal

#### BACKGROUND:

This is a renewal contract and has been approved by School Board Attorney Leonard Dietzen. Services are paid from IDEA, Part B, grant funds.

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#### SUWANNEE COUNTY SCHOOL BOARD

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## PROFESSIONAL/TECHNICAL SERVICES AGREEMENT

This AGREEMENT is made as of the date of execution by and between the School Board of Suwannee County, Florida ("SCSB"), and **ED-TRAKK, Inc.** ("Contractor").

#### WITNESSED:

WHEREAS, SCSB operates schools and educational institutions and is in need of a qualified, experienced Educational Consultant to provide consulting services for SCSB; and

WHEREAS, Contractor may employ and/or contract with qualified and duly licensed and/or certified instructors with expertise and experience in providing educational services; and

WHEREAS, SCSB desires to engage Contractor to provide such services for SCSB and Contractor is willing to provide such services for SCSB.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties agree as follows:

#### 1. ENGAGEMENT; RESPONSIBILITIES OF CONTRACTOR

A. <u>SERVICES</u>: SCSB hereby engages Contractor to provide educational consulting services for SCSB as requested by SCSB, and Contractor hereby accepts such engagement and agrees to provide said services in accordance with the terms of this Agreement. Said services are described in Exhibit A attached hereto, which exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Contractor shall provide said services through employees and/or independent subcontractors who are qualified and appropriately licensed and/or certified to perform all functions assigned to them by Contractor in connection with the provision of services by Contractor hereunder.

#### B. MANNER OF PERFORMANCE OF CONTRACTOR'S SERVICES

- (i) Contractor and staff shall perform all services under this Agreement in the manner and means it or he/she chooses, in its or his/her sole and absolute discretion and judgment.

  Contractor and staff shall not be required to comply with SCSB's directions or instructions concerning when, where and how to perform services under this Agreement, but shall have full and absolute discretion in such matters.
- (ii) Contractor and staff shall not be required to perform services in any order or sequence

specified by SCSB.

(iii) Contractor and staff shall not be required to attend meetings or participate in training conducted by SCSB as to specific methods or procedures.

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- (iv) Contractor and staff shall not be required to work specified hours, but shall have full and absolute discretion with respect thereto.
- (v) Contractor and staff shall not be required to submit any written or oral reports to SCSB except such reports as shall be required by law, regulation, or any governmental authority, including reasons for federal, state, or local compliance purposes.
- (vi) The Contractor and staff <u>shall be responsible</u> for payment of Contractor and staff expenses relating to the performance of duties hereunder, including expenses or travel and similar items.
- C. <u>DOCUMENTATION:</u> Contractor shall submit to SCSB, on a monthly basis, appropriate documentation of services provided hereunder. Such documentation shall be in the form and shall contain the information requested by SCSB.

# REPRESENTATIVES AND WARRANTIES

Contractor represents and warrants to SCSB, upon execution and throughout the term of this Agreement, as follows:

- A. Contractor is not bound by any agreement or arrangement which would preclude it from entering into, or from fully performing the services required under, this Agreement;
- B. None of the Contractor staff has ever had his or her professional license or certification in the State of Florida or in any other jurisdiction denied, suspended, revoked, terminated, voluntarily relinquished under threat of disciplinary action, or restricted in any way.
- C. Contractor shall perform the services required hereunder in accordance with:
  - (i) all applicable federal, state, and local laws, rules, and regulations;
  - (ii) all applicable policies of: SCSB;
  - (iii) all applicable Bylaws, Rules, and Regulations of SUWANNEE COUNTY SCHOOLS;
- D. Contractor has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the services required of Contractor under this Agreement; and

- E. Each of the Contractor staff has, and shall maintain throughout the term of this Agreement, all appropriate federal and state licenses and certifications which are required in order for said staff to perform the functions, assigned to him or her by Contractor in connection with the provision of services under this Agreement; and
- F. All Contractor staff shall comply with all applicable terms of this Agreement.

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# 3. INDEPENDENT CONTRACTOR

In performing the services herein specified, Contractor is acting as an independent contractor, and neither Contractor nor any staff shall be or be considered employees of SCSB. Neither Contractor nor any Contractor staff shall be under the control of SCSB as to the manner by which results are accomplished, but only as to the results of Contractor's work. It is agreed and acknowledged by the parties that, as an independent contractor, Contractor staff retains the right to contract with and provide educational consulting services to entities and individuals other than SCSB and its students, and nothing in this Agreement shall be interpreted as limiting or restricting in any way Contractor's right to do so. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. Contractor shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all Contractor staff. Contractor hereby expressly agrees to provide SCSB with proof of payment of such taxes in the event such is requested by SCSB by federal or State tax authorities. Any such proof will be provided directly to SCSB's counsel for delivery to tax authorities in order to preserve the confidentiality of such records. Neither Contractor nor any Contractor staff shall be subject to any SCSB policies solely applicable to SCSB's employees, not to exclude policy directly related to vendors and contractors.

# 4. TERM

The initial term of this Agreement shall be for a period not to exceed twelve (12) months, commencing on July 1, 2016 and ending June 30, 2017, unless sooner terminated as provided herein. At the end of the Initial Term and each Renewal Term (as hereinafter defined), if any, this Agreement may be renewed for an additional term, ("Renewal Term"), but only upon mutual written agreement of the parties.

# 5. COMPENSATION

For the services rendered pursuant to this Agreement, Contractor shall be paid by SCSB, as and for its sole compensation hereunder, the amounts listed in Exhibit A attached hereto, which Exhibit is hereby incorporated by reference into, and made a part of, this Agreement. Notwithstanding the foregoing, no compensation shall be payable to Contractor for any services for which Contractor has not submitted the documentation required under Paragraph I(C) of this Agreement.

# 6. BILLING

Contractor shall bill SCSB for services provided hereunder on a monthly basis in the month following the month in which services are rendered. Each invoice shall be in the form, and contain the information, reasonably requested by SCSB, and SCSB shall pay each invoice within **thirty (30) days** after receipt thereof by SCSB. SCSB shall not be required to pay for any services for which Contractor does not provide a proper invoice; provided, however, that SCSB shall give notice to Contractor that such invoice is deemed improper, and Contractor shall be given:

- (a) details as to why it is considered improper,
- (b) instruction as to how Contractor can correct such invoice to make it proper, and

(c) the opportunity to submit a corrected invoice to be paid for services performed.".

# 7. CONFIDENTIALITY

Contractor recognizes and acknowledges that, by virtue of entering into this Agreement and providing services hereunder, Contractor and staff may have access to certain confidential information, including confidential student information and personal health information ("PHI"). Contractor agrees that neither it nor any Contractor staff will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SCSB in writing, any confidential student information, PHI or other confidential information, and Contractor and all Contractor staff shall comply with all Federal and State laws and regulations, and all SCSB rules, regulations, and policies regarding the confidentiality of such information. Without limiting the generality of the foregoing, Contractor shall comply with the Health Insurance Portability and Accountability Act to the extent applicable to Contractor. Contractor may not use or further disclose Personal Health Information ("PHI") other than as permitted or required by law or this Agreement. In addition, Contractor shall:

- Report to SCSB any impermissible use or disclosure of PHI.
- Ensure that any agents, including subcontractors to whom it provides PHI created or received from SCSB agrees to the same restrictions or conditions that apply to Contractor.
- Make PHI available in accordance with HIPAA Privacy Rules.
- Make PHI available for amendment and incorporate amendments into PHI in accordance with HIPAA rules.
- Make available the information required to make an accounting of disclosures under the applicable HIPAA law and regulations.
- Make its internal practices, and any information related to the use and disclosure of PHI received from, or created or received by Contractor, available to applicable governmental entities.
- Upon termination of the contract, if feasible, return or destroy any and all PHI received from or created or received by the Contractor in performance of this Agreement.

# 8. CRIMINAL BACKGROUND CHECKS

The Legislature amended the Jessica Lunsford Act effective July 1, 2007. This law requires any

employee, contractor, vendor who will: (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds; meet Level II Background screening requirements. There are some exceptions. Level 2 screening includes fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. Level 2 screening may also include local criminal records checks through the local law enforcement agencies. Level II Background Check – Any vendor providing services under this contract who will (1) be at a school when students are present; or (2) have direct contact with students; or (3) have access to or control of school funds, that person shall have a Level II background check submitted through the Suwannee County School Board. Documentation of clearance will be on file in the Department of Human Resources in the Suwannee County School Board office. The contractor shall be required to pay for all costs of the background reports. If it is discovered during the period of the contract that the successful contractor substituted an unapproved worker for an approved worker, the vendor's contract may be cancelled immediately at the instructions of the Suwannee County School Board.

# 9. AUDITS, RECORDS, AND RECORDS RETENTION

The District or its representative reserves the right to inspect and/or audit all the Contractor's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Contractor to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Contractor shall make such documents and records available to SCSB upon reasonable notice from SCSB and such audit and all costs pertaining thereto including, but not limited to, photocopies, travel, shipping, shall be at SCSB's cost."

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under this contract.
- B. To retain all contractor records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
- C. That completion or termination of the contract and at the request of the District, the Contractor will cooperate with the District to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph A above.
- D. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the District.

- E. That persons duly authorized by the District and Federal auditors, pursuant to 45 CFR, Part 92.36 (I) (10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

# 10. INDEMNIFICATION

Contractor shall indemnify and hold harmless SCSB from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or relating to bodily injury to or death of any person or loss of or damage to real or tangible personal property or the environment to the extent that such third party claim, suit, damage, or expense was proximately caused by any negligent act or omission on the part of Contractor, its agents or employees."

# 11. DEBARMENT & SUSPENSION

Suwannee County School Board certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

# 12. TERMINATION

- A. <u>TERMINATION WITHOUT CAUSE</u>, Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days prior written notice.
- B. <u>TERMINATION FOR BREACH</u>. Either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.
- C. <u>IMMEDIATE TERMINATION BY SCSB</u>. SCSB may terminate this Agreement immediately by written notice to Contractor (such termination to be effective upon Contractor's receipt of such notice) upon the occurrence of any of the following events:
  - (i) the denial, suspension, revocation, termination, restricting, relinquishment, or lapse of any license or certification required to be held by Contractor, or of any Contractor staff's professional license or certification, in the State of Florida, or
  - (ii) conduct by Contractor or any of Contractor's staff which affects the quality of services provided to SCSB or the performance of duties required hereunder and which would, in SCSB's sole judgment, be prejudicial to the best interests and welfare of SCSB or its

students;

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- (iii) breach by Contractor or any Contractor staff of the confidentiality provisions of Section 7 hereof.
- D. <u>EFFECT OF TERMINATION</u>. As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination, or arising as a result of any breach of this Agreement. Notwithstanding the foregoing, the following provisions shall survive the expiration or other termination of this Agreement, regardless of the cause of such termination: Paragraphs 1(B), 2, 5, 10, 13, and 15.

# 13. ARBITRATION

Any dispute or controversy arising under, out of or in conjunction with, or in relation to, this Agreement, or any amendment hereof, or the breach hereof, shall be determined and settled by arbitration in Suwannee County, Florida, in accordance with the rules of the American Arbitration Association and applying the laws of the State of Florida. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. Should any litigation be commenced between the parties to this Agreement concerning this Agreement or the rights and duties in relation thereto, the prevailing party shall be entitled to its attorneys' fees, costs, expenses, out-of-pocket disbursements incurred in such litigation, irrespective of whether such costs, fees, expenses and disbursements are taxable under the law, which shall be determined by the court in such litigation by the court alone on a post-trial motion. In the event that a court shall direct the parties to this Agreement to mediation with respect to any issue, each party shall split equally the fees, costs and expenses of the mediator."

# 14. ENTIRE AGREEMENT; MODIFICATION

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

# 15. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. Nothing in this Agreement shall be interpreted or construed to mean that the Board waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

# 16. COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.

# 17. NOTICES

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All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when actually received in the United States mail, postage prepaid, addressed as follows:

If to SCSB:

The School Board of Suwannee County Florida

c/o Jerry A. Scarborough, Superintendent

702 2<sup>nd</sup> Street, NW Live Oak, FL 32064

Copy to:

Mr. Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell

Attorney for Suwannee County School Board

215 S. Monroe Street, Suite 702

Tallahassee, FL 32301

Contractor:

ED-TRAKK, Inc.

Debbie Jackson

88 Green Forest Drive

Ormond Beach, FL 32174

# 18. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

# 19. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

# 20. ASSIGNMENT; BINDING EFFECT

Contractor shall not assign or transfer, in whole or in part, this Agreement or any of Contractor's rights, duties or obligations under this Agreement without the prior written consent of SCSB, and any assignment or transfer by Contractor without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

# 21. RELEASE OF STUDENT RECORDS

By signature, Contractor assures that the released student data will be handled with confidentiality as required by Florida Statute 1002.22.

# 22. PUBLIC RECORDS

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For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see EXHIBIT B, which is incorporated by reference herein.

# SCSB 2017-56 (RENEWAL)

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IN WITNESS WHEREOF, the parties hereto have day of, 2016.	e set their hands and seals to this Agreement on th
SUWANNEE COUNTY SCHOOL BOARD	
Ed daSilva, Chairman	Date
Jerry A. Scarborough, Superintendent of Schools	Date
(SEAL)	
CONTRACTOR	
Witness Signature ED-TRAKK, Inc.	Debbie Jackson, Owner
Type or Print Name of Witness	Date
Date	

1800 - 1800

# EXHIBIT A

# **SERVICES PROVIDED:**

Classroom behavioral coaching as requested by the Student Services Director. The number of days is to be determined by mutual consent. The goal of behavioral coaching is to build the capacity of school staff such that students with disabilities can be served successfully in the least restrictive environment.

# CONTRACTOR FEDERAL IDENTIFICATION NUMBER:

IRS Form W-9 on file.

# FUNDING SOURCE FOR PAYMENT TO CONTRACTOR:

Funding for behavioral coaching will be provided from the 2016-2017 IDEA Grant.

# EXHIBIT B

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2016)

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 702 2ND ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* <u>or</u> *confidential* and *exempt* from public records disclosure requirements 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 District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes (2016), for additional record keeping requirements.

# REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2016).

# SUWANNEE COUNTY SCHOOL DISTRICT



702 – 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 = Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.kl2.fl.us

# JERRY A. SCARBOROUGH Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

> > ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

# MEMORANDUM

TO:

Jerry A. Scarborough, Superintendent of Schools

FROM:

Janene Fitzpatrick, Assistant Superintendent of Instruction

THRU:

Vickie Music DePratter, Chief Financial Officer 4/1/1

DATE:

June 13, 2016

RE:

Agenda Item for June 28, 2016, Regular Board Meeting

# **RECOMMENDATION:**

The Superintendent recommends approval of the following Agreement:

2017-57

Virtual Instructional Program Agreement between the Suwannee County School Board and Edgenuity, Inc. for the 2016-2017 school year. (REVISED/RENEWAL)

# **BACKGROUND:**

This agreement is to form a relationship between the School/District and Edgenuity, Inc. for a Virtual Instructional Program (VIP). Edgenuity, Inc. will invoice the school district for each billable enrollment at: \$200.00 per semester course enrollment, \$1,800.00 for full-time enrollment per semester and \$20.00 for additional courses per enrollment. This will be paid out of the general fund.



# VIRTUAL INSTRUCTION ON PROVIDER AGREEMENT

This Agreement for services ("Agreement") made and entered into by and between <u>Edgenuity</u>, <u>Inc.</u> (hereafter referred to as "VIRTUAL INSTRUCTION PROVIDER" or "Edgenuity") having principal offices at 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ, 85250; and the <u>Suwannee County School Board</u> (hereinafter referred to as "CLIENT"), having principal offices at 702 2nd Street, Live Oak, Florida 32064.

This Agreement supersedes and cancels any prior agreements and/or understandings between the parties concerning the subject matter. There are no provisions, representations, undertakings, agreements, or collateral agreements between the parties other than as set forth in this Agreement.

The parties by their authorized representatives have entered into this Agreement as of the <u>1st</u> day of <u>July, 2016</u> (the "Effective Date").

CLIENT and VIRTUAL INSTRUCTION PROVIDER agree to the Description of Work contained in Attachment A ("Description"); Attachment B (Payment Terms and Conditions); Attachment C (Detailed Curriculum Plan); and Attachment D (the "Subscription Standard Terms and Conditions"), also to be found at <a href="http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf">http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf</a>, and all incorporated herein as part of the Agreement, as true and accurate.

This contract shall be effective upon the date upon which it is signed by both the CLIENT and the VIRTUAL INSTRUCTION PROVIDER, whichever is later.

#### TERM

This Agreement shall be effective on the Effective Date for a period of one (1) year and shall be terminable in accordance with the requirements herein, with the option of one year renewal after written acceptance and approval from both parties.

Edgenuit	y, Inc.		Suwannee County School Board			
Ву:			Ву:			
Name: _			Name:	Jerry A. Scarborough		
Title:	in the control factors of many 1991	···	Title:	Superintendent of Schools		
Date: _			Date:			
				Chairperson, Suwannee County School Board		
		"A	pproved	l as to Form and Sufficiency		

BY

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney\*\*
Suwannee County School Board - VIP Agreement for 2016-17 renewal 2016.0615r1.docx



#### ATTACHMENT A

# Description of Work

As more fully set forth in Attachment B, the VIRTUAL INSTRUCTION PROVIDER is to assist in the operation of a K – 12 virtual-school that provides a free-to-students, full-time 180-day online instructional program to eligible students during the 2016/17 school year. The VIRTUAL INSTRUCTION PROVIDER is to provide each student with all necessary online courseware and instructional support provided as set forth in Attachment B, and as further defined by the Virtual Instruction Provider's Subscription Services Terms and Conditions, and through any subsequent changes established by joint written agreement between CLIENT and VIRTUAL INSTRUCTION PROVIDER. Any instructional staff provided by VIRTUAL INSTRUCTION PROVIDER must be highly qualified as identified by NCLB standards and hold valid Florida teaching certificates under provisions of Chapter 1012. Florida Statutes. The VIRTUAL INSTRUCTION PROVIDER will ensure all employees and contracted personnel undergo background screening as required by s. 1012.32, Florida Statutes, using state and national criminal history records and will provide a list of instructional employees to the CLIENT for verification of compliance according to the VIRTUAL INSTRUCTION PROVIDER's standard procedures. If additional background checks are required by CLIENT, CLIENT will so state in writing to VIRTUAL INSTRUCTION PROVIDER. All curriculum and course content must align to Florida's Next Generation Sunshine State Standards. The VIRTUAL INSTRUCTION PROVIDER agrees to comply with any student progression plan, student calendar and other standard policies to support a virtual program in compliance with applicable Florida Statutes except as described in the Virtual Instruction Provider's Subscription Services Terms and Conditions incorporated herein and available at http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf. As required in s. 1002.45, a detailed curriculum plan is provided in Attachment C that illustrates how students will be provided services and be measured for attainment of proficiency in the Next Generation Sunshine State Standards for each grade level and subject. For districts who select the provision of a full-time virtual instruction program to students in grade 9-12, the VIRTUAL INSTRUCTION PROVIDER will report the successful completion of courses to the CLIENT and it is the CLIENT's responsibility to confirm that a student has satisfied the requirements for graduation in s. 1003.428, s. 1003.429, or s. 1003.43. The VIRTUAL INSTRUCTION PROVIDER will establish a standard schedule for providing data for required state reporting that enables timely submission to the Department of Education.

# Role of the CLIENT

- 1. Assign virtual school students at school number 7001 under the appropriate provider by code and other actions required by the Florida Department of Education.
- 2. Verify the enrolled students are eligible to participate in the virtual school.
- 3. Provide testing locations for all students for any required testing and to administer any required testing; to provide readiness screening for students entering grade K.
- 4. Provide any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.
- 5. Provide an English Language Learner [ELL] certified teacher for students requiring ELL education that will meet all ELL eligibility requirements, unless otherwise agreed by both parties in writing. Provider may make recommendations for ELL accommodations within the Provider courses or offer other services and elective courses to meet this need.
- 6. Manage the student admissions process, consistent with school policies and applicable law. Such administration shall include the management of the student application and enrollment process and fielding all communications with students and their parents regarding the application and enrollment process.
- 7. Create and manage all marketing and promotional materials, collateral, advertisements or solicitations associated with recruiting, registering, and orienting students to the Virtual School.
- 8. Provide administrators and/or counselors to provide student and/or parent counseling/administrative support as needed.

# **≭**Edgenuity<sup>®</sup>

- 9. Designate to the VIRTUAL INSTRUCTION PROVIDER, a CLIENT Liaison to act for the CLIENT in all matters pertaining to this contract and to accept and approve all deliverables and invoices.
- 10. Accept standard publications of the VIRTUAL INSTRUCTION PROVIDER for all compliance and documentation purposes (i.e., program guide for information and data about the curriculum, student handbook for school policies and procedures and hours of personnel availability, state reporting for certification status and physical location of personnel, monthly school report for student-teacher ratios, teacher load limits, state data submissions and state report cards for completion, promotion, and other accountability outcomes).
- 11. For payment, report to the state all students served under this Agreement as reported to the CLIENT by the VIRTUAL INSTRUCTION PROVIDER.
- 12. Pay the VIRTUAL INSTRUCTION PROVIDER in accordance with Attachment B.
- 13. Provide any required information to parents and students about their right to participate in CLIENT's virtual school.
- 14. Provide a diploma for graduating seniors.
- 15. Fulfill the requirements of a virtual school set forth in s. 1002.45, F.S., that are not specifically identified as responsibilities of the VIRTUAL INSTRUCTION PROVIDER under the terms of this Agreement.
- 16. Provide to the students any software or equipment necessary for students to view, perform or receive Provider's content, including but not limited to laptop computers or personal computers. Virtual Instruction Provider will, if requested by CLIENT, install local media devices at CLIENT's cost.



# ATTACHMENT B Payment Terms and Conditions

# Edgenuity Curriculum and Instructional Services FLORIDA WRITUAL INSTRUCTION PROVIDER Pricing

Edgenuity Instructional Services is a FLORIDA VIRTUAL INSTRUCTION PROVIDER approved provider and offers to schools and districts the flexibility to partner with Edgenuity to provide instructional teaching services and courseware to support their Florida VIRTUAL INSTRUCTION PROVIDER program needs. A comprehensive FL VIRTUAL INSTRUCTION PROVIDER course list is provided.

Pricing
\$ 225.00
\$ 1,800.00
\$ 20.00
\$ 25.00
· · · · · · · · · · · · · · · · · · ·

## VS Teaching Services - \*per semester course enrollment

This service provides students with an Edgenuity semester course for a 5-month enrollment period and an academic support team comprised of highly qualified and state certified instructors and on demand concept coaching:

- Instructors augment course content via remediation, modification and enrichment through web meetings, virtual office hours, and email communication. Instructors also grade course assignments and projects.
- Concept coaches perform on demand concept demonstration using interactive technology tools for core courses, ELA, Math, Social Studies, and Science.
- The academic support team monitors student progress and proactively communicates with students, parents, and school staff.

# Teaching Services - full-time semester enrollment - per semester/monthly

- This service provides full-time students with up to 6 Edgenuity semester courses for a 5-month enrollment period and an academic support team comprised of highly qualified and certified instructors, concept coaches, and success coaches.
- Instructors augment course content via remediation, modification and enrichment through web meetings, virtual office hours, and email communication. Instructors also grade course assignments and projects.
- Concept coaches perform on demand concept demonstration using interactive technology tools for core courses, ELA, Math, Social Studies, and Science
- The academic support team monitors student progress and proactively communicates with students, parents, and school staff.
- The full-time student will also receive a dedicated Success Coach. The Success Coach is a mentor who
  provides guidance for students enrolled full-time in online Edgenuity courses. They provide orientation
  services for students and parents, create individualized learning plans with students, monitor overall
  student progress and attendance, and partner with the entire academic support team and school to
  ensure students are on track and successful in their courses.
- District must declare at the time of enrollment if a student is to be considered full-time. If a student is declared full-time, the student will receive the services described above. It is the district's responsibility to produce needed information for VIP's required state reporting on full-time students. If no declaration is made, the student will be considered part-time.



Attachment D - Subscription Services Terms and Conditions, also found at <a href="http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf">http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf</a>, are incorporated by reference into Agreement.

# PAYMENT TERMS AND CONDITIONS FOR TEACHING SERVICES

Semester Billing: Edgenuity will provide enrollment rosters at the end of each semester by or around December 16 and June 16, respectively. For December 16, Edgenuity will invoice for all active fall semester enrollments. For June 16, Edgenuity will invoice for the net of all successfully completed Spring semester enrollments less the number of non-successful completion from both the current Spring Semester and the prior Fall Semester and the term is net 30. Edgenuity will invoice the cost of the stated, applicable cost of the course if a student does not complete the Teaching Service Only Course but has completed at least 20% of the course or has been enrolled at least 28 days, whichever occurs first.

# **CONTENT ONLY (COURSWARE) FEES**

Billable Enrollments: Any student on Classroom Assigned or Active status in Student Information System

[SIS] for a minimum of 28 calendar days. If a student is Classroom Assigned or Active in SIS for 28 days, Edgenuity will bill the District for the student, regardless of the student's status upon receipt of invoice.

Invoice Schedule: District will be invoiced for each billable enrollment Classroom Assigned or Active in the SIS for 28 days (using the same schedule listed above for teaching services) \*Provider will bill the District for the student, regardless of the student's status upon receipt of invoice.

# AP (ADVANCED PLACEMENT) COURSES

AP may have a non-refundable \$125 materials fee associated with the enrollment.

\*any new course offerings not listed in the curriculum plan may be subject to their own pricing plans



# Attachment B - Continued

- VIRTUAL INSTRUCTION PROVIDER shall provide the Curriculum and Instructional Services identified in the "Payment Terms and Conditions" pricing table (the "Deliverables").
- II. To the best of the VIRTUAL INSTRUCTION PROVIDER's knowledge, the VIRTUAL INSTRUCTION PROVIDER further warrants that as to each Deliverable produced pursuant to this Contract, VIRTUAL INSTRUCTION PROVIDER's production of the Deliverable and the CLIENT's use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102-105 and to each exclusive right established in 17 U.S.C. Section 106. To the best of the VIRTUAL INSTRUCTION PROVIDER's knowledge, in furtherance of this provision, the VIRTUAL INSTRUCTION PROVIDER warrants that:
  - a. As to each work of software or other "information technology" as identified in s. 287.012(15),
     Florida Statutes, in which copyrights subsist, the VIRTUAL INSTRUCTION PROVIDER has acquired the rights by conveyance or license to any third party software or other information technology, which was used to produce the Deliverables.
  - b. As to each image and sound recording incorporated into a Deliverable, the VIRTUAL INSTRUCTION PROVIDER has acquired the necessary rights, releases and waivers from the person whose image or sound is included, or form the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audiovisual, work or sound recording from which the included image or sound was taken.
- III. If there is a modification to the rules and regulations approved by the Florida Board of Education in contradiction to the terms outlined in this contract, the Parties will amend the contract as necessary to bring the contract into accord with the rules and regulations so long as such change does not materially change the Deliverables as currently defined.
- IV. VIRTUAL INSTRUCTION PROVIDER will implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by Title 20, Section 1232g, United State Code, The Family Educational Right and Privacy Act (FERPA), in order to maintain the confidentiality of student/education records.
- V. VIRTUAL INSTRUCTION PROVIDER has filed for or is the owner of various trademarks and logos. The CLIENT will be granted the use of such logos and trademarks in connection with its virtual school offering but use of such trademark and logos shall be used only in connection with those services provided under this contract.
- VI. VIRTUAL INSTRUCTION PROVIDER will maintain and keep in force Worker's Compensation, Liability and Property Damage Insurance to protect it from claims under worker's compensation claims for personal injury, including death, and claims for damages to any property of the CLIENT, or of the public, which may arise from operations under this Agreement, whether such operations be by VIRTUAL INSTRUCTION PROVIDER, or by any subcontractor or anyone directly or indirectly employed by VIRTUAL INSTRUCTION PROVIDER.
- VII. In no event will the CLIENT, CLIENT members, CLIENT officers, employees, or agents be responsible or liable for the debts, acts or omissions of the VIRTUAL INSTRUCTION PROVIDER, its officers, employees, or agents. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.



- VIII. Method for Conflict Resolution Any dispute concerning performance of the contract shall be decided by the CLIENT's designated contract manger, who shall reduce the decision to writing and serve a copy to the VIRTUAL INSTRUCTION PROVIDER. The decision shall be CLIENT's final decision unless within ten (10) days from the date of receipt, the VIRTUAL INSTRUCTION PROVIDER files a petition with the CLIENT for administrative hearing pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the VIRTUAL INSTRUCTION PROVIDER's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
- IX. After exhaustion of administrative remedies or for any claim not cognizable under Chapter 120, Florida Statutes, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state or federal court with jurisdiction over <a href="Suwannee County">Suwannee County</a>, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.
- X. Termination This contract may only be terminated before its expiration as follows: a) both Parties agree in writing to the termination; or b) if either Party materially breaches the contract and fail to cure such breach within ninety (90) days following written notification of such breach from the other Party, the non-breaching Party may elect to terminate.
- XI. Debt Responsibility As required by Florida Statute, the Virtual Instruction Program is responsible for all debts for CLIENT's virtual instruction program that arise out of the VIRTUAL INSTRUCTION PROVIDER's performance of this contract if the contract is not renewed or is terminated. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.
- XII. VIRTUAL INSTRUCTION PROVIDER is required to comply with all requirements of Section 1002.45, Florida Statutes and will comply with disclosure requirements adopted in rule by the Florida Board of Education.
- XIII. Public Record Client agrees that all of Edgenuity's Confidential Information, as defined below, is a trade secret, as defined in Section 812.081, Fla. Stat., and is therefore exempt from disclosure as public records under Chapter 119, Florida Statutes. Client agrees to take all commercially-reasonable steps necessary to prevent unauthorized disclosure of Edgenuity's Confidential Information and Confidential Materials, as defined below. Such steps shall include without limitation, Client's agreement to promptly notify Edgenuity of any public records request that, if fulfilled, would result in disclosure of any of Edgenuity's Confidential Information. Client's notification will occur before releasing such Confidential Information and in sufficient time to allow Edgenuity to assert any pertinent public records exemption before any necessary agency, court, forum, or tribunal. Edgenuity will be solely responsible for the legal defense and cost of asserting the exemption(s) in any proceeding in which the exemption(s) is contested. Client agrees that Edgenuity has taken all necessary measures to prevent disclosure to unauthorized persons of Edgenuity's Confidential Information in Client's possession and that no further warning or labeling is necessary.

"Confidential Information" means any information relative to Edgenuity, its business, or its operations, that is clearly marked "confidential" or "proprietary", or that ought to be treated as confidential under the circumstances surrounding the disclosure, provided that Confidential Information shall not include information that: (i) at the time of disclosure, or thereafter, becomes publicly known through means other than a party's breach of this Agreement; (ii) was known to the CLIENT as of the time of its disclosure without any obligation of confidentiality, the proof of such knowledge to be the burden of the CLIENT; (iii) was independently developed by the CLIENT without the use of any of the Edgenuity's Confidential Information; (iv) was subsequently learned from a third party not under a confidentiality obligation to

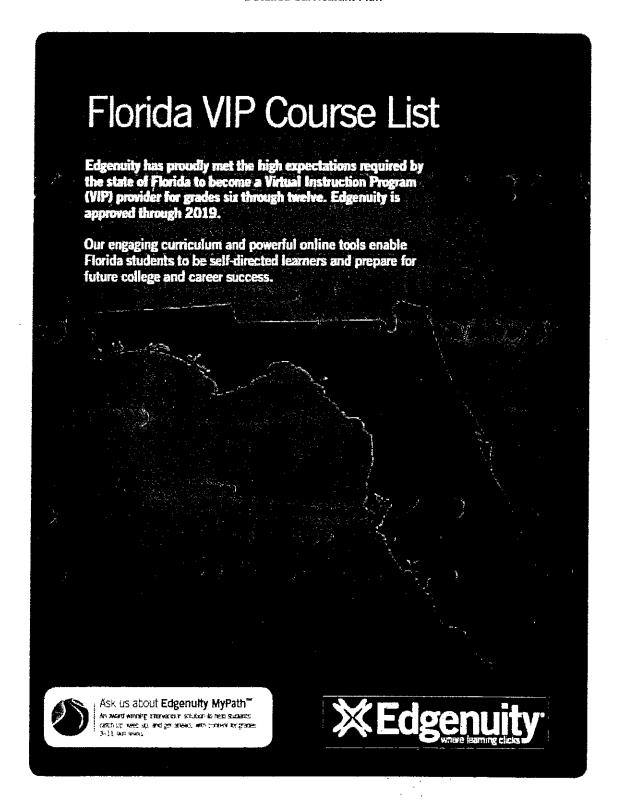
# **X** Edgenuity<sup>®</sup>

Edgenuity or any other party; or (v) is public record pursuant to applicable state law. "Confidential Materials" means all tangible materials containing Confidential Information, including written or printed documents and computer disks or tapes, whether machine or use readable. Edgenuity's Confidential Information includes the contents of any Edgenuity Licensed Content, the Software, the Documentation, the Deliverables, Copyright Materials, and other Trade Secret Materials.

- XIV. Jessica Lunsford Act Edgenuity and its employees are non-instructional contractors as defined in Sections 1012.467(1)(a), Fla. Stat., and 1012.468(1), Fla. Stat. Edgenuity and its employees will comply with Sections 1012.465, Fla. Stat., and 1012.467, Fla. Stat., and in accordance with Section 3. A. Compliance Warranty of the Subscription Services Standard Terms and Conditions
- XV. Sovereign Immunity The parties acknowledge and agree that Client is an agency of the State of Florida for purposes of sovereign immunity and immune from suit except to the extent such immunity has been waived by the state.
- XVI. Equal Opportunity Edgenuity shall comply with all federal and state laws prohibiting discrimination, including the Florida Civil Rights Act of 1992 and the Florida Educational Equity Act. Client acknowledges that Client and not Edgenuity decide which students are allowed use of Edgenuity's Licensed Content.
- XVII. Florida Ethics Laws Edgenuity will comply with all applicable provisions contained in Chapter 112, F.S. None of Client's employees or board members has a material interest (as defined in Section 112.312(15), Fla. Stat.) in Edgenuity.
- XVIII. Sales Tax Exemption Except to the extent Client provides Edgenuity with a valid Form DR-15, Consumer's Certificate of Exemption pursuant to Section 212.08, Fla. Stat., Edgenuity will invoice Client for, and Client agrees to promptly pay, sales tax levied by the State of Florida in connection with this Agreement.
- XX. Firearms Edgenuity's employees will not bring a firearm or prohibited weapon onto Client's property.



Attachment C
Detailed Curriculum Plan





# Florida VIP Course List

# Core Courses - Middle School

# English Language Arts

- 1001010 M/J Language Aris 1
- 1001040 M/J Language Arts 2
- 🔽 1001070 M/J Language Aris 3
- C 1008010 M/J Reading I
- 1000010 M/J Intensive Reading

# Mathematics

- .... 7 1205010 M/J-Mathemetics 1 -----
  - C 1205040 M/J Mathematics 2
  - C 1205070 M/J Pre-Algebra
  - C 1204000 MJ Intensive Math

# Science

- C 2000010 M/J Life Science
- 2001010 M/J Earth/Space Science
- 2003010 M/J Physical Science
- 2002040 M/J Comprehensive Science 1
- 🔚 2002070 M/J Comprehensive Science 2
- C. 2002100 M/J Comprehensive Science 3

# Social Studies

- C 2109010 M/J World History
- 2106010 M/J Civics
- C 2100010 M/J United States History
- 2100015 M/J United States History & Career Planning
- C 2103010 M/J World Geography

# World Languages

18

13 13

- C 0708000 M/J Spanish, Beginning
- C 0708010 M/J Spanish, Intermediate

# Core Courses - Middle School

# Electives

- C 1508000 M/J Fitness 6
- C 1508600 M/J Comprehensive 6/7
- **15087**00 M/J Comprehensive 7/8
- 1700060 M/) Career Research and Decision Making\*
- 8000400 Orientation to Career Clusters\*

# Core Courses - High School

# English Language Arts

- C 1001310 English 1
- 1001315 English 1 for Credit Recovery
- **C** 1001320 English Handrs 1
- C 1001340 English 2
- C 1001345 English 2 for Cradit Recovery
- C 1001350 English Honors 2
- C 1001370 English 3
- 7 1001375 English 3 for Credit Recovery
- C 1001380 English Honors 3
- Ct 1001400 English 4
- C 1001402 English 4 for Credit Recovery
- C 1901405 English 4: Florida College Prep
- C 1001410 English Honors 4
- C 1000410 Intensive Reading
- C 1008350 Reading for College Success\*
- C 1009300 Writing 1\* ... `
- C 1009370 Writing for College Success\*

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# Core Courses - High School, cont.

# Mathematics

- C 1200310 Algebra 1
- 1200315 Aigetva 1 for Credit Recovery
- C 1200320 Algebra 1 Honors
- C 1200370 Algebra I-A
- 1200275 Algebra 1-A for Credit Recovery
- 1200380 Algebra 1-B
- 200885 Aigebra 1-9 for Credit Recovery
- C 1206300 Informal Geometry
- -- 6 1206310 Geometry
  - 1206315 Geometry for Credit Recovery
  - 1206320 Geometry Honors
  - C. 1200330 Aigebra 2
  - C 1200335 Algebra 2 for Credit Recevery
  - C 1200340 Algebra 2 Honors
  - C 1202340 Pregalculus Honors
  - 1200410 Mathematics for College Success\*
  - 1200700 Mathematics for College Readiness
  - 1207300 Liberal Arts Mathematics 1
  - C 1207330 Liberal Arts Mathematics 2
  - 1200400 -- Intensive Mathematics
  - 1298310 Advanced Topics in Mathematics

# 'Science

- C 2000310 Biology 1
- (C 2000315 Biology 1 for Credit Recovery
- C. 2000320 Biology 1 Honors
- ." 2001310 Earth/Space Science
- C 2001340 Environmental Science
- C 2000350 Anatomy and Physiology
- LC 2002400 Integrated Science 1
- 2002405 Integrated Science I for Credit Recovery.
- C 2002420 Integrated Science 2
- [] C. 2002425 Integrated Science 2 for Gredit Recovery.
- C 2002440 Integrated Science 3
- 2002445 Integrated Science 3 for Credit Recovery
- € 2003310 Physical Science
- C 2003340 Chemistry I

# Science, continued

- C 2003345 Chemistry 1 for Credit Recovery
- C 2003350 Chemistry 1 Honors
- 2003380 Physics 1
- C 2003385 Physics for Credit Recovery
- 2003390 Physics 1 Honors

# Social Studies

- C 2100210 United States History
- 2100315 United States History for Credit Recovery
- 2100320 United States History Honors
- C 2102310 Economics\*
- C 2102315 Economics for Credit Recovery\*
- 2102335 Economics with Financial Literacy\*
- 2102340 Economics with Financial Literacy for Credit Recovery\*
- 2102345 Economics with Financial Literacy Honors\*
- 2103300 World Cultural Geography:
- : 2106310 United States Government\*
- of 2106315 United States Government for Credit Recovery\*
- 2106320 United States Government Honors\*
- C 2107300 Psychology 11
- C 2107310 + Psychology 2\*
- C 2108300 ~ Sociology\*
- C 2109310 World History
- 2109315 World History for Credit Recovery
- C 2109320 World History Honors

# Advanced Placement®

- 0701380 AP French Language & Culture
- C 0708400 AP Spanish Language & Culture
- 1001420 AP English Language & Composition
- 7 C 1001430 AP English Literature & Composition
- 🔭 2100330 AP U.S. History
- C 2103400 AP Human Geography
- C 2107350 AP Psychology
- C 2109420 AP World History

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# **≭**Edgenuity

## Electives

- C 0100310 Introduction to Art History\*
- C 0100320 Art in World Cultures\*
- 7 0800300 Health 1: Life Management Skills\*
- C C800310 -- Health 2: Personal Health\*
- C800320 First Aid and Safety\*
- © 0800330 Personal, Social, and Family Relationships\*
- C 1501300 Personal Fitness\*
- ☐ 1501310 Fitness for Lifestyle Design\*
- C 1501340 Weight Training 11
- 1501330 Personal Fitness Trainer
- 7 1502410 Individual and Dual Sports I
- C 1502470 Recrestional Activities -
  - --- Indardual Sports\* ---
- 1502470 Recreational Activities Walking Fitness\*
- 1502470 Recreational Activities Running\*
- 7 1502470 Sports Officialing
- 1503350 Team Sports 1\*
- and Study Skills\*
- 1700380 Career Research and Decision Making (9-12)\*
- **6** 3026010 HOPE Core

The Part of the Part

1544 7.5

8500120 - Personal and Family Finance\*

# National Core Courses - High School

# World Languages

- 70708340 Spanish 1
- C 0708350 Spanish 2
- C 0708360 Spanish 3 Honors
- C 0701320 French 1
- C 0701330 French 2
- **7** 0701340 French 3 Honors
- C 0702320 German 1
- C 0702530 German 2
- **C** 0711300 Chinese 1
- C 0711310 Chinese 2
- C 0706300 Latin 1
- 70706310 Letin 2
- \* One-semester course

# Notes

AP<sup>®</sup> and Advanced Placement<sup>®</sup> are registered trademarks of the College Board.

World language courses provided by powerspea

# For more information contact:

HEIDI GRIFFITH I heidi.griffith@edgenuity.com I 954.445;9877 GREG GUY I greg.guy@edgenuity.com I 850.445.5617

BLYTHE ADREON I blythe adreon@edgenuity.com I 407.790:2271



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Attachment D



# STANDARD TERMS AND CONDITIONS

These terms and conditions (Standard Terms) apply to the subscription for the Edgenuity Learning Management Software Service (Service). The Agreement for the Service consists of these Standard Terms and the applicable Quote (which references the purchased services, term, pricing, and other terms of the order).

 LEARNING MANAGEMENT SOFTWARE SERVICE. This Agreement provides Customer access to and usage of Edgenuity's internet- based learning management software service solely for internal education-related and training-related purposes of the Customer.

#### 2. USE OF SERVICE.

- a. Customer Owned Data. All data and materials uploaded or entered within the Service by Customer remains the property of Customer, as between Edgenuity and Customer (Customer Data). Customer grants Edgenuity the right to use the Customer Data solely for purposes of performing under this Agreement. During the term of this Agreement, Customer may export its Customer Data to the extent allowed by functionality within the Service. Customer warrants and represents that Customer has appropriate rights to any Customer Data added to the Service.
- b. Customer Responsibilities. Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) may use the Service only under the Service's written technical guides and applicable law. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and continued access of the Service in compliance with the terms of this Agreement, so long as the access is for the sole benefit of Customer. Further, Customer will provide Edgenuity the name and contact information for all third parties authorized by Customer necessary for Customer to receive the Services during the Term of this Agreement. Customer is solely responsible for compliance under all federal, state and local privacy laws and regulations for all such Customer authorized integrators or other third party vendor(s) that Customer mandates Edgenuity access the Service for its benefit under this Agreement.
- c. Licensed Material. All audio, video and other content, curriculum, documentation and software (including without limitation applets and animations) provided by Edgenuity as part of the Service (Licensed Material) are licensed to Customer as follows: Edgenuity grants Customer a non-exclusive, non-transferable license during the term of each Quote to access and use such Licensed Material for internal educational and training purposes solely in connection with the Service. Notwithstanding anything in this Agreement, all Edgenuity third party web services are governed by Attachment A. These Standard Terms are updated from time-to-time by Edgenuity and the current version can be found at <a href="http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf">http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf</a>
- d. Professional Development. All implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals will be provided by Edgenuity as described in the applicable Quote. Any professional development purchased will expire at the end of the term in the applicable Quote.
- e. Edgenuity Technical and Customer Support. Edgenuity will provide technical and customer support for the Service under the terms of Edgenuity's support policies found at <a href="https://www.edgenuity.com/support">www.edgenuity.com/support</a> including all updates, bug fixes, and enhancements when generally made available.

# 3. WARRANTIES and DISCLAIMERS.

- a. Compliance Warranty. Each party will comply with, and will cause each of its employees, agents, and contractors to comply with, all laws applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy Act (FERPA) and Children's Online Privacy Protection Act (COPPA).
- b. Professional Development and Instructional Services Warranty. Edgenuity warrants that it will provide Professional Development and Instructional Services in a professional, workmanlike manner consistent with the terms of this Agreement and under generally accepted industry standards.
- c. Edgenuity Service Warranty. Edgenuity warrants that commercially reasonable efforts will be made to maintain the online availability of the Service. CUSTOMER'S EXCLUSIVE REMEDY AND EDGENUITY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR EDGENUITY TO REPAIR THE NON-CONFORMING SERVICE, OR IF EDGENUITY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN EDGENUITY MAY TERMINATE ACCESS TO THE SERVICE AND REFUND THE PORTION OF THE FEE ATTRIBUTABLE TO SUCH NON-CONFORMING SERVICE.

d. DISCLAIMERS. ALL LICENSED MATERIAL IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SERVICES INCLUDING PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL SERVICES ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE LICENSED MATERIAL AND SERVICES ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.

## 4. PAYMENT, INVOICING AND TAXES.

Unless otherwise provided in the Quote, Customer agrees to pay the amount of each invoice net 30 days after the invoice date. Except to the extent that Customer provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Quote, excluding Edgenuity income and payroll taxes.

## 5. MUTUAL CONFIDENTIALITY.

- a. Definition of Confidential Information. Confidential Information means all non-public information including Personally Identifiable Information (PII) as defined by applicable law, disclosed by a party (Discloser) to the other party (Recipient), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (Confidential Information). Edgenuity's Confidential Information includes without limitation the Service, its user interface design and layout, pricing information, and the Licensed Material.
- b. Protection of Confidential Information. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.
- c. Exclusions. Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance written notice to seek a protective order.

# 6. EDGENUTTY PROPERTY.

- a. Reservation of Rights. The content, documentation, software, workflow processes, user interface, designs, know-how, Licensed Material, and other items provided by Edgenuity as part of the Service are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity. Customer may not remove or modify any proprietary marking or restrictive legends in the Service or Licensed Material. Edgenuity reserves all rights unless expressly granted in this Agreement.
- b. Restrictions. Customer may not (i) sell, resell, rent or lease the Service or Licensed Material or use it in a service provider capacity; (ii) use the Service to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service or their related systems or networks; (vi) use the Service or Licensed Material for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Service or the Licensed Material or modify, create derivative works based on the Service or any Licensed Material; or (vi) access the Service or use the Licensed Material to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

# TERM AND TERMINATION.

- a. Term. This Agreement continues until all Quotes have expired, unless terminated by Edgenuity for material breach.
- b. Funding-Out Clause. Customer's payment obligation is conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Edgenuity in writing within thirty (30) calendar days before termination. Upon termination, Edgenuity will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.

- c. Non-payment of Fees. Edgenuity may terminate the Agreement and access to the Service and the Licensed Material in a Quote within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Quote.
- d. Mutual Termination for Material Breach. Except for 7(c), if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written thirty (30) calendar day notice and cure period, if the breach has not been cured.
- e. Return of Customer Data. Within sixty (60) days after termination, upon request, Edgenuity will make the Service available for Customer to export such data as provided in Section 2(a).
- f. Suspension for Violations of Law. Edgenuity may temporarily suspend the Service or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Service, Customer has violated a law. Edgenuity will attempt to contact Customer in advance.
- g. Return or Destroy Edgenuity Property Upon Termination. Upon expiration or termination of this Agreement for any reason, Customer must pay Edgenuity for any amounts owed, and destroy or return all property of Edgenuity. Customer will confirm its compliance with this destruction or return requirement in writing upon request of Edgenuity.

## 8. LIABILITY LIMIT.

- a. EXCLUSION OF INDIRECT DAMAGES. EDGENUITY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- b. TOTAL LIMIT ON LIABILITY. EDGENUITY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD BEFORE THE EVENT THAT GAVE RISE TO THE LIABILITY.

#### 9. INDEMNITY.

- a. Edgenuity will defend or settle any third party claim against Customer to the extent that such claim alleges that Edgenuity technology used to provide the Service violates a copyright, patent, trademark or other intellectual property right, if Customer, promptly notifies Edgenuity of the claim in writing, cooperates with Edgenuity in the defense, and allows Edgenuity to solely control the defense or settlement of the claim. Edgenuity will pay infringement claim defense costs, Edgenuity-negotiated settlement amounts, and court-awarded damages incurred as part of its obligations under this Agreement. If such a claim appears likely, then Edgenuity may modify the Service, procure the necessary rights, or replace the infinging part of the Service with a functional equivalent. If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Service and refund any prepaid and unused fees. Edgenuity has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by Edgenuity or for any third party web services not owned by Edgenuity. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND EDGENUITY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
- b. To the extent permitted under applicable law, Customer will defend, indemnify and hold harmless Edgenuity from and against any third party claims, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise from or relate to (i) Customer's negligence, misconduct or breach of this Agreement; (ii) any Customer Data or third party content, products, services or systems, including their integration or their required third party integration with the Service; and (iii) any Customer violation of applicable law which results in third party claim against Edgenuity.

#### 10. OTHER TERMS.

- a. Governing Law. This Agreement is governed by the laws of the state where the Customer resides, excluding any conflict of law principles. Nothing in this Agreement prevents either party from seeking injunctive relief in any court of competent jurisdiction.
- b. Entire Agreement and Changes. This Agreement, Attachments "A", "B" and the Quote constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. No representation, promise or inducement not included in this Agreement is binding. No modification of this Agreement is effective unless signed by both parties, and no waiver is effective unless the party waiving the right signs a waiver in writing.
- c. No Assignment. Neither party may assign or transfer this Agreement or a Quote to a third party, except that this Agreement with all Quotes may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.
- d. Independent Contractors. The parties are independent contractors with respect to each other.

- e. Feedback. By submitting ideas, suggestions or feedback to Edgenuity regarding the Service, Customer agrees that such items submitted do not contain confidential or proprietary information; and Customer grants Edgenuity an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.
- f. Enforceability and Force Majeure. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events, failure of Internet services, any third party service and telecommunications services.
- g. Money Damages Insufficient. Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- h. No Additional Terms and Order of Precedence. Edgenuity rejects additional or conflicting terms of any Customer form-purchasing document. If there is an inconsistency between this Agreement and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms.
- i. Survival of Terms. Any terms that by their nature survive termination of this Agreement for a party to assert its rights and receive the protections of this Agreement, will survive.

# Attachment A.1 Third Party Terms

## 1. DEFINITIONS.

Third Party Service means a web based software service procured by Edgenuity from a third party for use by Edgenuity in connection with the Service or Hardware.

Hardware means any hardware marketed or supplied by Edgenuity and identified on a Quote.

#### GENERAL.

- a. Third Party Web Services. Edgenuity is not the vendor of such Third Party Service however such Third Party Services are provided under the terms of the Agreement and any additional terms included within this Attachment A, except for the Middlebury Interactive Services, which is governed by their terms, as further detailed below.
- b. Hardware. Edgenuity is not the manufacturer of Hardware and such Hardware is provided subject to the separate sale terms provided by the manufacturer (including without limitation, return and exchange terms), all of which Customer agrees to abide by. Edgenuity makes no warranties with respect to the Hardware and any pre-installed associated software. Customer hereby grants Edgenuity permission to provide remote technical support for setup and diagnostic purposes for new Hardware if required. Customer owns the Hardware and has a license to any pre-installed software, subject to the applicable license agreement. During the term of the Agreement, if Customer modifies Hardware in any way, it may void the manufacturer's warranty. Upon termination of the Agreement, Edgenuity will remotely remove any and all Edgenuity content and software from the Hardware.
- THIRD PARTY SERVICES. Some but not all of Edgenuity's Third Party Services are listed below.
  - a. **ExploreLearning.** Without limiting any of the provisions of Section 2 above, access to and use of any ExploreLearning *Gizmos* (Gizmos) provided by Edgenuity are governed by the following additional terms:
    - Neither Customer nor any of its users are authorized to access or use any Gizmos, except: (i) users who are students and who are authorized by Customer to access and use the Service that includes or incorporates the Gizmos; and (ii) users who are teachers of those same students, provided that such teachers may use the Gizmos only for the purposes of assigning and managing assignments for those students;
    - ii. A Gizmo may only be used in connection with the Service with which that particular Gizmo has been provided, and may not be used in connection with any other class, program, application, or software.
    - iii. Customer understands and agrees that any access to or use of any Gizmo provided by Edgenuity by Customer or any of its users in contravention of the foregoing terms constitutes a material breach of the Agreement, and that if Customer desires to use a Gizmo in a manner that is not authorized by the Agreement, it is solely the responsibility of Customer (and not of Edgenuity) to obtain authorization for such use from the appropriate third party.
  - b. Middlebury Interactive Services (MIL). Without limiting any of the provisions of Section 2 above, if the Agreement includes any Middlebury Interactive Services products, including but not limited to Powerspeak, Customer acknowledges that with the use of MIL's products, the Customer is subject to MIL's terms. For further information, please refer to MIL's terms which can be found online at: <a href="http://middleburyinteractive.com/terms-use">http://middleburyinteractive.com/terms-use</a>. Customer understands and agrees that any access to or use of MIL products provided by Edgenuity to Customer or any of its users in contravention of the foregoing terms constitutes a material breach, and that if Customer desires to use a MIL Products in a manner that is not authorized, it is solely the responsibility of Customer (and not of Edgenuity) to obtain authorization for such use from the appropriate third party.

# c. Education Testing Services (ETS) e-rater® Scoring Service.

- i. The score and/or feedback received from the e-rater® technology should be considered as one piece of evidence about a student's writing ability. When a score from the e-rater® engine is being used for an important decision about a student's performance, instructors should review and evaluate the score and/or feedback to ensure that the appropriate decision about placement or performance has been made.
- ii. The user understands and agrees that the Scoring Service may not be used for any other purpose, or provided to any other party, than as described herein. As permitted under state or federal law, user shall indemnify and hold Edgenuity and/or Educational Testing Service (ETS) harmless from any and all claims arising out of the use of the Scoring Service or use of the scores and/or feedback to determine placement of, or grades for students, or any other purpose.
- iii. THE E-RATER® SCORING SERVICE (SCORE AND GRAMMAR CHECKING FEATURE) PROVIDED BY ETS IS PROVIDED "AS-IS", WITHOUT WARRANTIES OF ANY KIND AND ETS DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE E-RATER® SCORING SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ETS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT,

# SCSB 2017-57 (RENEWAL)

- PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY PRODUCTS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.
- iv. With regard to essays submitted to the site, you (Customer) hereby grant to ETS a non-exclusive, royalty-free, world-wide, irrevocable license to reproduce, transmit, display, disclose, archive and otherwise use any such files you submit to the site for the purposes of scoring and providing feedback. ETS will not retain any personally-identifiable information that may be associated with the essays. This license shall survive the termination of any license granted herein to ETS but in no event longer than 18 months. Any cessation of use of the site shall not result in the termination of any license you grant herein to ETS. Nothing herein shall preclude ETS from using information independently created by ETS.
- d. Sophia® Learning Inc. If this Agreement includes any Sophia Learning Inc. courses for use, the following language applies to any such purchase or use: "Customer agrees that the use of any Sophia course is prohibited for all students under the age of 13 years."
- 4. THIRD PARTY HARDWARE AND SERVICES WARRANTIES.
  - a. Hardware and Third Party Services Warranties. ALL HARDWARE AND THIRD PARTY SERVICES ARE PROVIDED BY EDGENUITY "AS IS," EDGENUITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.
    - i. Edgenuity transfers to Customer, to the extent transferable, transferrable warranties and indemnities Edgenuity receives from the manufacturer of the Hardware or Third Party Service. Edgenuity's sole obligation with respect to Hardware and Third Party Service will be to use reasonable commercial efforts to facilitate warranty and indemnification claims that Customer makes against the manufacturer of the Hardware or Third Party Service.
    - ii. Customer, recognizing that Edgenuity is not the manufacturer of Hardware or Third Party Service, expressly waives any claim that Customer may have against Edgenuity for product liability or infringement of any intellectual property right with respect to any Hardware or Third Party Service, as well as any right to indemnification from Edgenuity on account of any such claim made against Customer by a third party.

# Attachment B.1 Instructional Services

## 1. **DEFINITIONS.**

Instructional Services means services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of student outcomes, and other services stated in a Quote.

Virtual Program means a program of instruction created through technology and provided by Edgenuity, in which the student and teacher are separated by time, space, or both.

## 2. INSTRUCTIONAL SERVICES.

- a. Edgenuity Teachers. If specified in the Quote, Edgenuity will provide students with virtual access to teachers or coaches (or both) who are hired, trained, supervised and paid by Edgenuity.
  - i. Edgenuity teachers will be available during reasonable business hours.
  - ii. Edgenuity teachers will assist in the virtual delivery of the Licensed Material to students.
  - iii. Customer may make recommendations regarding the hiring, dismissal, discipline, and supervision of Edgenuity teachers, which recommendations Edgenuity may accept or reject in its sole discretion. No such recommendations are binding on Edgenuity, and as between Customer and Edgenuity. Edgenuity will have sole authority regarding such individuals.
- b. Policies and Procedures. Edgenuity may implement instructional policies and procedures for purposes of student outcomes that are in addition to or differ from existing Customer policies and procedures.
  - Where conflicts exist between policies, Edgenuity policies and procedures will take precedence unless otherwise agreed to by both parties in writing.
  - ii. Edgenuity will interpret and follow applicable Customer instructional policies according to the actual policy language and under applicable law.
  - iii. If Customer is utilizing Edgenuity's NCAA compliant Instructional Services, Customer must abide by all policies and procedures specific to NCAA guidelines.
- c. Virtual Program Liaison. Customer must designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional Services and the Virtual Programs throughout the Term (Primary Liaison).
  - i. Customer may change the identity of the Primary Liaison from time to time upon reasonable written notice to Edgenuity.
  - ii. The Primary Liaison will serve as the primary point of contact for all communications with Edgenuity related to the Virtual Programs and for coordinating efforts necessary for the fulfillment of Customer's obligations as specified in this Agreement with respect to the Virtual Programs.
- d. Administrative Services. Customer shall be responsible for all day-to-day management of the Virtual Programs, subject in all cases to compliance with applicable law and Customer policies.
- e. Exceptional Student Services. If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," and is responsible for the provision of special education.
  - i. The following are not services provided by Edgenuity: providing special education, creating, implementing or providing Individualized Education Programs (IEP), providing reasonable accommodations or any services of any nature under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the Rehabilitation Act, or any similar law, whether federal, state or local.
  - ii. Notwithstanding the foregoing, Edgenuity will discuss, formulate and make adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, but solely to the extent that Edgenuity may do so without incurring direct or indirect costs.
- f. State Testing. Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing. Customer is also responsible for receiving, distributing, administering, proctoring and returning any and all state-mandated standardized tests under applicable and documented state law, policies and procedures.

## 3. TERM AND TERMINATION.

- Term. This Attachment B will continue for the duration specified in the Quote, unless earlier terminated under the terms of the Agreement (Term).
- b. Non-Solicitation. During the Term, and for a period of one (1) year thereafter, Customer may not, directly or indirectly, solicit or make offers of employment to hire, in any capacity, or accept any services or work, from any employees, or contractors of Edgenuity who are associated (either directly or indirectly) with the performance of Instructional Services.

# SUWANNEE COUNTY SCHOOL DISTRICT



702 – 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

> JERRY A. SCARBOROUGH Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA **DISTRICT 4** 

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN. III **BOARD ATTORNEY** 

# **MEMORANDUM**

TO:

FROM:

Jerry A. Scarborough, Superintendent of Schools Assistance Fitzpatrials Fitzpat Janene Fitzpatrick, Assistant Superintendent of Instruction

THRU:

Vickie Music DePratter, Chief Financial Officer 4/

DATE:

June 13, 2016

RE:

Agenda Item for June 28, 2016, Regular Board Meeting

# RECOMMENDATION:

The Superintendent recommends approval of the following Memorandum of Understanding:

2017-58

Memorandum of Understanding (MOU) between the Suwannee County School Board and Florida Virtual School (FLVS) for the 2016-2017 school year. (RENEWAL)

# BACKGROUND:

This MOU is to form a relationship between the School/District and FLVS with the intent to ensure innovative learning solutions for all students within the Blended Learning Community (BLC). FLVS will invoice the school district for each billable enrollment at \$267.00 per each half credit completion. This will be paid out of the general fund.



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# Blended Learning Community

# MEMORANDUM OF UNDERSTANDING BETWEEN FLORIDA VIRTUAL SCHOOL AND Suwannee County School Board

This	2016-2017 M	<b>EMORANI</b>	DUM OF U	INDERSTANDIN	G (N	10U) is here	by made	and	ente	ered in	nto by	and betw	veen
the_	Suwannee	County	Schoo1	Board		hereinafter	referred	to	as S	chool	ог	District,	and
FLO	RIDA VIRTUAL	SCHOOL,	hereinafte	r referred to as	FLV:	S.							

# A. PURPOSE:

The purpose of this MOU is to form a relationship between the School/District and FLVS with the intent to ensure innovative learning solutions for all students within the Blended Learning Community (BLC). A Blended Learning Community (BLC) is a school whereby two (2) or more students are working on the FLVS course(s), taught by an FLVS instructor, in a learning location at a school with a dedicated facilitator. FLVS's goal is to provide the necessary teachers for each Blended Learning Community (BLC) commencing on the School's preferred start date. To accommodate your preferred start date and hire the necessary teachers, the School principal and/or authorized district representative is required to sign this MOU no later than seven (7) days after document is received so that both parties are in agreement of this commitment.

- B. Notice in Advance of Start Date: To accommodate your preferred start date and to hire the appropriate number of teachers, the following guidelines are in order:
  - BLCs with 2-29 students will require a minimum of 10 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred start date for the BLC.
  - 2. BLCs with 30-149 students will require 30 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred start date for the BLC.
  - 3. BLCs with 150 plus students will require 60 days advanced notice by submitting a formal request of course(s) with number of seats in our student information system, Virtual School Administrator (VSA), in order to provide the appropriate teachers by the preferred start date for the BLC.

# C. FLVS is responsible for:

- 1. Training for the BLC school facilitator, including an emphasis on Blended Learning support strategies.
- 2. Training for the School Counselor(s).
- 3. Training for the District and school administration.
- 4. A registration process specifically designed for BLC students.
- 5. Ongoing virtual and/or face-to-face support from an FLVS instructor, District Relations Manager, Blended Learning Specialist, and FLVS support staff.
- 6. Highly-qualified, state-certified instructors.



# **Blended Learning Community**

- 7. Direct instruction using synchronous teaching methods.
- 8. Providing ongoing evaluation and support of all members of the BlendedLearning Community.
- 9. Providing progress monitoring tools at student and school level.
- 10. Invoicing for applicable enrollments.
- 11. Providing data required for FTE reporting by district (as permitted by FDLE).
- D. School District is responsible for providing:
  - 1. Accurate request for reservation to secure courses.
  - 2. Selecting academically appropriate courses by benchmark dates as stated above and within the enrollment period:

Fail: May 31 to September 1

Spring: November 15 to January 31

Summer: April 1 to June 1

- 3. Provide FLVS a complete student information roster with the minimum data requirements (last name, first name, date of birth and grade level). Non compliance will result in FTE reported by FLVS.
- 4. Dedicated Blended Learning Community (BLC) facilitator to monitor students and verify attendance does not have to be a certified Instructor.
- 5. Student computer access (4 6 hours each week per course) and other minimum technology required as listed on the FLVS website.
- 6. Two-way long distance communication access for FLVS Instructor -- student phone calls.
- 7. Access to stakeholders involved in the success of the BLC for training and communications from FLVS.
- 8. Parent's notification of student's participation in the Blended Learning Community.
- 9. Reporting the FTE associated with these enrollments.

# E. Fees

FLVS will invoice the school district on the 30<sup>th</sup> day for each billable enrollment\* within the Blended Learning Community at \$267.00 per each half credit enrollment. School District shall pay the bill/invoice in accordance with the Florida Prompt Payment Act.

 Biliable Enrollments: Any enrollments\* in Classroom Assigned or Active status in VSA for a minimum of 30 consecutive day or 20% complete in any status, FLVS will bill the school/district for the student, regardless of the student's status upon receipt of invoice.

\*Segment 2 enrollments of a full credit course will become billable once enrollments are either 20% complete or have been in CA or A status for at least 30 calendar days of second semester start.

Second Semester for the school or district begins on January 12, 2017	
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 Invoice Schedule: District will be invoiced for each billable enrollment Classroom Assigned or Active in VSA for 30 consecutive days or 20% complete in any status (on or near: mid-October, mid-February, and mid-June); FLVS will bill the school/district for the student, regardless of the student's status upon receipt of the invoice.

# SCSB 2017-58 (RENEWAL)



# **Blended Learning Community**

- 3. All fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or district reporting the FTE.
- F. FAILURE TO COMPLY WITH THE TERMS OF THIS MOU MAY RESULT IN ONE OR MORE OF THE CONSEQUENCES BELOW:
  - 1. Delay start date.
  - 2. Students placed as traditional FLVS Part-time Virtual Learning Lab (VLL) student.
  - 3. Future lab request(s) may be denied.
  - 4. Completed students lists should be submitted no later than one (1) month from BLC start date; otherwise student will be enrolled as part-time, and FTE sharing will apply for enrollments not tagged as BLC.
- G. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:
  - <u>ACADEMIC INTEGRITY IN THE BLC.</u> Each staff member has a stake in ensuring the highest standards of academic integrity. Teachers synchronize various aspects of FLVS to ensure the best possible experiences for their students.

## Instructors will:

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

# Facilitators will:

- Provide supervision through close proximity while circulating the lab.
- Encourage students to seek support from FLVS Instructors.
- Encourage student to seek support from the facilitator.
- Discourage inappropriate collaboration of students.
- Ensure students are provided with appropriate equipment and that equipment is not shared by students who are actively working in the same FLVS coursework.
- Require that students protect their password information and coursework.
- Protect students' user names, passwords, and other private information.
- Adjust seating arrangements to help promote students' integrity.
- Communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.
- MODIFICATION: Modifications to this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.

# SCSB 2017-58 (RENEWAL)



# **Blended Learning Community**

- 3. PARTICIPATION IN SIMILAR ACTIVITIES: This Agreement in no way restricts FLVS or School or District from participating in similar activities with other public or private agencies, organizations and individuals.
- 4. PRINCIPAL CONTACT: Contact your District Relations Manager (DRM) with questions concerning this Agreement. The principal contacts for this instrument are:

**School or District** 

**FLVS** 

Authorized Official:

Authorized Official:

Jerry A. Scarborough

Suwannee County School Board 702 2nd Street, NW

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- Live Oak, FL 32064
  5. <u>COMPLIANCE:</u> The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity, Non-Discrimination and Immigration.
- 6. COMMENCEMENT/EXPIRATION DATE: This Agreement is executed as of the date of last signature and is effective through 6/30/2017 at which time it will expire unless extended.
- 7. LIABILITIES: It is understood that neither party to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), howsoever caused, to the extent allowed by their respective state laws.
- 8. THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY MAKE A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: School or District:		Chairperson, Suw	annee County School Board
Date:	Name and Title	Jerry A. Scarborough	
FOR: Florida Virtual School:		Superintendent of Schools	
Date:	Name and Title		

Approved	25	to	Form	and	Suffici	ency
BY						

Leonard J. Dietzen, III Rumberger, Kirk & Caldwell, P.A. Suwannee School Board Attorney 08-

### SUWANNEE COUNTY SCHOOL DISTRICT



702 – 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 / Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

> JERRY A. SCARBOROUGH Superintendent of Schools

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JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, IH
BOARD ATTORNEY

#### **MEMORANDUM**

TO:

Jerry A. Scarborough, Superintendent of Schools

FROM:

Janene Fitzpatrick, Assistant Superintendent of Instruction

THRU:

Vickie Music DePratter, Chief Financial Officer -

DATE:

June 13, 2016

RE:

Agenda Item for June 28, 2016, Regular Board Meeting

#### RECOMMENDATION:

The Superintendent recommends approval of the following agreement for the 2016-2017 school year.

#2017-59 Florida Virtual School Franchise Agreement between Florida Virtual School "FLVS" and Suwannee County School Board (RENEWAL)

#### **BACKGROUND:**

The Suwannee County School Board enters into a franchise agreement with Florida Virtual School to provide curriculum for students enrolled in Suwannee Virtual School.



### FLORIDA VIRTUAL SCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA SCHOOL DISTRICT

THIS FLORIDA VIRTUALSCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA SCHOOL DISTRICT ("Agreement") made and entered into this 1st day of July, 2016, by and between the Board of Trustees of the Florida Virtual School (hereinafter referred to as "FLVS"), having its principal office at 2145 Metrocenter Boulevard, Orlando, Florida, 32835 and School Board (hereinafter referred to as "Customer"), having its principal place of business at Live Oak, RI. provides as follows:

WHEREAS, the State of Florida established FLVS for among other reasons, the purpose of developing and delivering distance learning education to the K-12 students of the State of Florida, and

WHEREAS, Customer is a public school district within the State of Florida desirous of utilizing the products and/or services of FLVS, and

WHEREAS, Florida Statute 1002.37(5)(i) authorizes FLVS to enter into franchise agreements with Florida school districts,

NOW THEREFORE, for and in consideration of the mutual promises hereinafter exchanged and received by the parties, FLVS and Customer agree as follows:

- 1. FLVS hereby issues this franchise pursuant to the terms and conditions contained herein and contained on the FLVS web site www.flvs.net section for the State of Florida School District Franchise Agreement and Customer hereby accepts if pursuant to the terms and conditions.
- 2. Customer hereby agrees to accept said franchise for the academic school year July 1, 2016 through June 30, 2017. In accepting the franchise agreement Customer does hereby agree to be bound by and comply with all terms and conditions contained herein.
- 3. Customer shall pay to FLVS the franchise fees described in Appendix A. The franchise fee shall be due and paid as provided for in Appendix A. Failure to pay the franchise fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.

All overdue (90-plus days) accounts will be subjected to a 10 percent late fee and maybe denied access to FLVS content in the discretion of FLVS. This franchise agreement will be suspended until payment is received by FLVS.



The term shall be effective on the effective date for a period of one (1) year 4. and shall terminate in accordance with this article.

Either party may by notice in writing terminate this agreement if (i) the other party breaches or fails to observe or perform any of its obligations set forth out in this agreement, including failure to pay franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefits of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws or if proceedings for the appointment of a trustee, custodian, receiver or receiver manager for either party are commenced, or if either party ceases or threatens to cease to carry on business; or (iii) upon ninety (90) days' written notice by FLVS or Customer to the other party of its termination of the agreement.

5. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this agreement.

FLORIDA VIRTUAL SCHOOL	Chairperson, Suwannee County School Board LICENSEE
Signature	Signature
Mr. Ronald Blocker Name	Jerry A. Scarborough
President and CEO Title	Superintendent of Schools Title
Date	Date
	"Approved as to Form and Sufficiency
	Leonard J. Dietzen, III  Rumberger, Kirk & Caldwell, P.A.  Rev 3 10 2016

Suwannee School Board Attorney"



### FLVS Franchise Agreement TERMS AND CONDITIONS

#### <u>ARTICLE 1 – INTERPRETATION</u>

#### 1.1 DEFINITIONS

In this Agreement and in Appendix A, B, C, D, and E, the following terms shall have the respective meanings ascribed to them as follows:

- a) "Affiliate" means with respect to any person, and other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used here means the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the aggregate of all voting interest in such entity.
- b) "Business Days" means Monday through Friday excluding any day which is a nationally observed holiday in both the United States of America and Canada.
- c) "Business Hours" means 8:00 AM 8:00 PM Eastern Time on Business Days.
- d) "Components" means the components of the FLVS Software referred to in Appendix
- e) "Confidential Information" means (i) all information of either party or its Affiliates or of third persons to whom the party owes a duty of confidence that is marked confidential, restricted or proprietary, or that may reasonably be considered as confidential from its nature, or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.
- f) "Content Licenses" means the utilization licenses and associated restrictions with respect to the Licensed Course Content granted to Customer hereunder which are set for in Appendix A.
- g) "Customization" means a client customizable area is provided which includes: 1) a communication policy; 2) netiquette recommendations; 3) pace charts; 4) student resource page; 5) optional contact and help pages; 6) state and national standards; 7) Drop Policy It is advised that a customizable drop/add period be no more or no less than the FLVS implemented 14 day drop/add period.
- h) "Data" means customer information entered into the licensed products to include, but not limited to, student, staff, school, and parent information.
- i) "Billable Enrollment" will be any student that achieves 20% course completion or is on active status in VSA for a minimum of 30 days. FLVS will bill the Customer for the student regardless of the student's status upon Customer's receipt of invoice.
- j) "FLVS Proprietary Products" includes, but is not limited to, FLVS source content and the FLVS Virtual School Administrator product.



- k) "Intellectual Property Rights" includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.
- ("Platform") that must be utilized to access the Licensed Course Content.
- m) "License" means Customer's license to use the Licensed Materials described in Appendix A.
- n) "License Fees" means the license fees to be paid by the Customer to FLVS, which are described in Section 4.1.
- o) "Licensed Course Content" means the Components of the FLVS Course Content in object code format licensed to Customer hereunder and described in Appendix A and such additional third party Components required as part of the FLVS Course Content.
- p) "Licensed Materials" means the Licensed Course Content, LMS, Virtual School Administrator, Documentation and included Renewal Releases and updates, which FLVS and (I.MS Software) may from time to time provide to Customer.
- q) "Platform Provider" means learning management system provider.
- r) "Virtual School Administrator (VSA) License" means the licenses and associated restrictions with respect to the Licensed Virtual School Administrator.

#### **ARTICLE 2 – LICENSE**

#### 2.1 LICENSED MATERIALS

#### Course Content and Materials

- a) Subject to the provisions of this Agreement, including the provisions of Article 8, FLVS hereby grants to Customer, and Customer hereby accepts from FLVS, the personal, non-transferrable and non-exclusive Franchise License to use the Licensed Materials for Customer's internal business purposes in accordance with FLVS Licenses.
- b) FLVS Virtual School Administrator will be used as the registration and Student Information Management System.
- Florida Virtual School courses will only be delivered on FLVS approved Learning Management Systems.



#### 2.2 Third Party Users

For the purpose of operating Customer's business, the parties intend that certain unrelated third parties with whom the Customer has a business relationship, such as a supplier or customer, and the employees of such third person (hereunder "Business Third Parties"), will have limited right to use certain Components of the Licensed Course Content solely for the purpose of providing services to Customer. All such services will be solely for the benefit of Customer's internal business operations. The Business Third Parties may not utilize the Licensed Course Content for other than the direct benefit of Customer's internal benefit, in accordance with the terms of this Agreement, and the Customer shall assure third party compliance with this provision and the terms of this Agreement.

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#### ARTICLE 3 – DELIVERY AND INSTALLATION

#### 3.1 Delivery of Licensed Materials

FLVS agrees to deliver the Customer one (1) copy of the most current release available by request of the Licensed Materials. The Documentation will be provided solely in the English Language, except in cases where FLVS has specifically provided for foreign language documentation.

#### 3.2 Software Security

- a) The Customer will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use.
- b) FLVS will ensure all reasonable measures are taken to protect the Customer Data while in use at the FLVS site. Reasonable measures include, but are not limited to, the Customer Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for any and all access to such data.

#### 3.3 Background Screening

As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida Law.



#### <u>ARTICLE 4 – PRICE AND PAYMENT TERMS</u>

#### 4.1 License Fees

- a) Customer shall pay to FLVS the Franchise fees described in Appendix A and C (the "License Fees"). The License Fees shall be due and paid as provided for in Appendix A pursuant to the provisions of the Local Government Prompt Payment Act after receipt of FLVS's invoice. The Local Government Prompt Payment Act requires the Customer to pay a correct and undisputed invoice within 45 days of the Customer's Accounts Payable Department's receipt of said invoice. The Customer shall incur no obligation for payment until issuance of a purchase order to FLVS. Failure to pay the License Fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.
- b) The payment of all amounts as well as the accrual of interest for any amounts not paid shall be accordance with the Local Government Prompt Payment Act, Section 218.70, et seq. All overdue (90+ days) accounts will be subjected to a 10% late fee and may be denied access to FLVS Content. The Licensing Agreement will be suspended until payment is received by FLVS.

#### ARTICLE 5 - PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

#### 5.1 <u>Title to Licensed Materials</u>

Customer acknowledges and agrees that FLVS, Licensors of FLVS, and the Platform Provider shall retain all right, title and interest in and to the Licensed Materials and all copies thereof, including, without limitation, the Intellectual Property Rights therein, and that nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Licensed Materials or to any copy thereof or any right with respect to the Intellectual Property Rights therein. FLVS has the right to license Materials to the School Board. Nothing in this Agreement shall be construed as conferring upon the Licensee any right or interest in Florida Virtual School's or the Platform Provider's intellectual property or in their registration or in any designs, copyrights, patents, trade names, signs, emblems, insignia, symbols and slogans or other marks used in connection with the software other than as provided in this Agreement.

To the extent permitted by law, FLVS shall defend, indemnify and hold the Customer, its officers, agents, employees, successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by FLVS of any third-party patent, copyright or trademark or (ii)



misappropriation by FLVS of any third-party trade secret in connection with the foregoing. FLVS will indemnify and hold harmless the Customer, its officers, agents, employees, successors and assigns from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the School Board, its officers, agents, employees, successors and assigns. If FLVS uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. The parties shall also be bound by any applicable federal law as it relates to the use of any federal monies for the license under this Agreement.

#### 5.2 <u>Confidential Information</u>

To the extent permitted by law, each party agrees to maintain the Confidential Information of the other party. Each party shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), or any other state or federal law or regulation regarding confidentiality of student information and records. This provision shall survive the termination of or completion of all performance or obligations under this Agreement, and shall remain fully binding upon both parties.

#### 5.3 Protection and Proprietary Rights

- a) Customer shall not remove any proprietary copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the Licensed Materials.
- b) Customer agrees not to disassemble, decompile, translate into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer all or any part of the Licensed Materials in accordance with the law.

  Further, Customer shall not write or develop any derivative works or computer programs based upon any part of the Licensed Materials.
- c) The Customer hereby agrees that FLVS is the owner of any and all rights intellectual and otherwise for the Course Content and Virtual School Administrator product that will be provided and has the legal right to franchise and charge a fee for the use of that material and the legal right for an injunction. The discretion of Florida Virtual School on all matters concerning the intellectual property shall be final, conclusive and binding on the Customer.



#### 5.4 Audit Rights

FLVS may audit the use of their proprietary products and enrollment at any time while providing service hereunder. FLVS will conduct continuous audits for instructional quality. The results of this audit will be provided to the Customer and the Florida Department of Education.

#### 5.5 Email Access

District is responsible for providing FLVS, upon request, all email correspondence between teacher and student.

#### 5.6 Public Records

Florida Virtual School is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law including: (a) keeping and maintaining public records that ordinarily and necessarily would be required by the FLVS BOARD of TRUSTEES in order to perform the services. (b) providing the public with access to public records on the same terms and conditions that the FLVS BOARD of TRUSTEES would provide the records and at a cost that does not exceed the cost provided in chapter or as otherwise provided. (c) ensuring that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and (d) meeting all requirements for retaining public records and transfer at no cost to the FLVS BOARD of TRUSTEES all public records in possession of the Contractor upon termination of the Agreements and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the FLVS BOARD of TRUSTEES in a format that is compatible with the information technology systems of the FLVS BOARD of TRUSTEES. Education records, as that term is defined by Sections 1002.22 and 1002.221, Florida Statutes, and 20 U.S.C. §1232g, are expressly excluded from the term public records.

#### 5.7 Confidential Student Information

For the limited purposes of auditing the implementation of the Agreement and accessing student emails, FLVS is hereby designated a school official for the purposes of receiving this limited confidential student information and FLVS shall remain under the direct control of the School Board with respect to the use and maintenance of the confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity, and will only use the confidential student information for the purposes listed above and for no other purpose. Upon the termination or expiration of the agreement, FLVS shall return to School Board all original and any copies of the confidential student information, and shall not retain any confidential student information. As FLVS will be receiving student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221,



Florida Statutes, and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by Law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the School Board and its officers and employees harmless for any violation of this provision, including, but not limited to defending the School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the School Board, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the School Board arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

#### **ARTICLE 6 – WARRANTIES OF FLVS**

#### 6.1 Limit of Liability

- a) For any breach or default by FLVS of any of the provisions of this Agreement, or respect to any claim arising here from or related hereto. FLVS's entire liability, regardless of the form of action, whether based on contract or tort, including negligence, shall in no event exceed (I) the amount paid by the Customer hereunder for the licensed materials; (II) the amount paid by Customer for the renewal service that is the subject of the claim, if the claim relates to a breach or default by FLVS of the provisions of Article 7; (III) the amount paid by Customer for installation service that is the subject of the claim, if the claim relates to a breach or default by FLVS by the provisions of this Agreement pertaining to installation service; or (IV) in the aggregate with respect to all claims under or related to this Agreement, the amount paid by Customer under this Agreement.
- b) In no event will FLVS be liable for special, incidental, indirect, or consequential loss or damage, lost business revenue, loss of profits, loss of data, failure to realize expected profits or savings, or any claim against Customer by another person (even if FLVS has been advised of the possibility of such damage).



c) FLVS shall be liable to Customer as expressly provided in this agreement, but shall have no other obligation, duty, or liability whatsoever in contract, tort, or otherwise to Customer including any liability for negligence. The limitations, exclusions and disclaimers in this agreement shall apply irrespective of the nature of the cause of action, demand, or action by Customer, including but not limited to, breach of contract, negligence, tort, or any other legal theory and shall survive a fundamental breach or breaches or the failure of the essential purpose of this agreement or of any remedy contained herein.

#### 6.2 Intellectual Property Claims

a) Notwithstanding the forgoing, FLVS shall have no liability for any claim that is based on (i) the use if other than the latest release and version of the Licensed Materials if such infringement could have been avoided by the use of the latest versions and release and such version or release had been available to Custom, (ii) the use or combination of the Licensed Materials with the software, hardware or any other product not provided by FLVS, or (iii) any modification to the Licensed Materials or use of the Licensed Materials other than as expressly authorized herein or as expressly described or recommended in writing by FLVS.

#### ARTICLE 7 – TERM AND TERMINATION

#### 7.1 <u>Term</u>

This Agreement shall be effective on the Effective Date for a period of one (1) year, and shall be terminable in accordance with this Article.

#### 7.2 Termination

Either party may by notice in writing terminate this Agreement if (i) the other party breaches or fails to observe or perform any of its obligations set out in the Agreement, including failure to pay Franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefit of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws, or if proceedings for the appointment of a trustee, custodian, receiver, or receiver manager for either party are commenced, or if either part ceases or threatens to cease to carry on business; or (iii) upon ninety (90) days written notice by FLVS or Customer to the other party of its termination of the Agreement.



#### 7.3 <u>Services Not Included</u>

- a) Renewal and Warranty Support does not include or apply to any of the following: (i) making modifications to the Licensed Materials for Customer; (ii) consultation for new programs or equipment; (iii) hardware problems including any malfunction of hardware, or to any external causes affecting the Licensed Materials including the media upon which the Licensed Materials are provided such as accident, disaster, electrostatic discharge, fire, flood, lightning, water, or wind; or (iv) corrections of errors attributable to software other than the Licensed Software. FLVS may charge Customer at its then applicable list price for providing such services. FLVS may also charge Customer at is then list price for analysis or removal of errors which are caused by improper operation or handling of the Licensed Materials or caused by circumstances unrelated to FLVS. Payment for these services shall be made by Customer within 30 days if invoicing by FLVS.
- b) The obligation to provide Renewal Services is subject to the following: (i) Renewal Services are only provided for the Licensed Course Content provided under this Agreement; (ii) if Customer ceases to pay for and received Renewal Services and later requests Renewal Services, Customer will be required to pay to FLVS the Renewal Fees not paid during the period in which the service was discontinued; and
- (iii) FLVS has no obligation to provide Customer with any Renewal Services unless Customer has paid for the Renewal Services in advance as required hereunder; and (iv) FLVS has no obligation to provide Renewal Services if Customer is unable to follow FLVS Franchise policies and procedures as documented through an annual audit.

#### **ARTICLE 8 - GENERAL**

#### 8.1 Force Majeure

If the performance of this Agreement, or any obligation thereunder except the making of payments hereunder is prevented, restricted, or interfered with by any reason of fire, flood, earthquake, explosion or other casualty or accident or act of God; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, power, equipment or software from suppliers, war or other violence; any law, order, regulation, ordinance, demand or requirement of any government authority; or any other act or condition whatsoever beyond the reasonable control of the affected party. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.



#### 8.2 Non-Solicitation Agreement

FLVS and the Customer agree that during the term of this agreement, except as provided elsewhere in this Agreement or through mutual consent of both organizations, they shall not directly or indirectly engage, hire, employ, or solicit any employee of the other, or any subsidiary or affiliate of the other or otherwise induce or attempt to induce any employee of the other to leave employment of the other or alter the employment relationship of any employee with the other.

#### 8.3 NCAA

NCAA continues to evolve its policy regarding evaluation of virtual school course work for student athletes. FLVS enjoys a strong working relationship with NCAA, and, as our Franchise partner, the Customer will join FLVS's umbrella by signing this Agreement and agreeing to abide by all FLVS policies regarding course delivery, instructional practices, and student management found in Appendices B and C. As part of the Agreement, the Customer will undergo intermittent quality assurance audits performed by FLVS personnel. The Customer will have access to all audit reports. FLVS reserves the right to report audit results to NCAA. Customer understands that non-FLVS courses offered by the district are not covered under the FLVS umbrella, and district will need to submit documentation to the NCAA to have any such courses approved separately.

#### 8.4 Background Screening

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to Customer's school grounds when students are present; (2) will have direct contact with Customer's students, or (3) have access or control of Customer's funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by Customer in advance of FLVS or its personnel providing any services under the conditions described in the previous sentence. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to FLVS and its personnel. The parties agree that the failure of FLVS to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling Customer to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless Customer, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by Customer or FLVS of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.



#### 8.5 No Waiver of Sovereign Immunity

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

#### 8.6 Non-Discrimination

The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

#### 8.7 Records

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party shall be responsible for compliance with Sections 1002.22 and 1002.221, Florida Statutes, and 20 U.S.C. §1232g, concerning the protection, use and disclosure of educational records.

#### 8.8 Entire Agreement

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

#### 8.9 Amendments

No modification, amendment, or alternation in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

#### 8.10 Waiver

The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement, and therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach, and shall not be construed to be a modification of the terms of this Agreement.



#### 8.11 Compliance with Laws

Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

#### 8.12 <u>Severability</u>

In any case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability, unlawful or void nature of that provision shall not affect any other provision, and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein. Notwithstanding the foregoing, if the result of the deletion of such provision shall materially and adversely affect the rights of a party, such party may elect, at its option, to terminate this Agreement in its entirety.

#### 8.13 <u>Notice</u>

When any of the parties desires to give notice to each other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changes by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To FLVS:

Florida Virtual School

2145 Metrocenter Blvd.

Suite 100

Orlando, FL 32835

With a Copy to:

Mr. Ronald Blocker, President and CEO

2145 Metrocenter Blvd.

Suite 100

Orlando, FL 32835

To Customer:

Superintendent of Schools

#### 8.14 Authority

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such part with respect to all provisions contained in this Agreement.



#### 8.15 No Third-Party Beneficiaries

There is no third-party beneficiaries created or entitled by this agreement, and only the specific parties hereto shall have any rights or standing to enforce this agreement or any provision thereof.

#### 8.16 No Partnership or Joint Venture

It is understood and agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the School Board and Contractor or any other party, or cause either party to be responsible in any way for the debts and obligations of the other party.



#### **APPENDIX A**

The Components, which are the subject of the FLVS Franchise Agreement, including FLVS Course Content, Third Party Components, FLVS Virtual School Administrator, Registration, Student Information System, and the Learning Management System granted to Customer and the fees payable to FLVS hereunder are as follows:

The most current version of all FLVS courses available for public release, with the exception of those still in a pilot or BETA phase of development.

#### 1. Fees

This list may be altered based on any additional course releases or enhancements during the year. The Course Catalog may be found at: http://www.flvs.net/Students/Pages/find-course.aspx#highschool.

FIVS Course Offering	
Conse Vaine	Fire
SOCIAL STUDIES	
AP United States Government and Politics	75.00
AP Human Geography	50.00
AP Macroeconomics	50.00
AP Microeconomics	55.00
AP Psychology	80.00
Economics with Financial Literacy	50.00
Law Studies	90.00
M/J Civics	50.00
MJ United States History	50.00
MJ World History	50.00
Psychology	55.00
United States Government (Name Change)	50.00
United States History (Name Change)	50.00
World History	50.00
LANGUAGE ARTS	
AP Art History	50.00
AP Language	50.00
AP Literature	85.00
English 1	50.00
English 2	50.00
English 3	50.00
English 4	50.00



Intensive Reading	50.00
MJ Language Arts 1	50.00
MJ Language Arts 2	50.00
MJ Language Arts 3	50.00
Reading for College Success	50.00
Journalism 1	50.00
English 4: Florida College Prep	50.00
Social Media	50.00
PORE MICHAEL	
Chinese 1	50.00
Chinese 2 Chinese 3	50.00
	50.00
French I	50.00
French II	50.00
Latin 1	50.00
Latin 2	50.00
Latin 3	50.00
MJ Spanish Beginning	50.00
MJ SpanishIntermediate	50.00
Spaṇish 1	50,00
Spanish 2	50.00
Spanish for Spanish Speakers	50.00
manistans	
Advanced Algebra with Financial Applications	50.00
Algebra 1	50.00
Algebra 2	50.00
AP Calculus AB	75.00
AP Calculus BC	75.00
AP Statistics	50.00
Calculus	75.00
Geometry	50.00
Liberal Arts Math 2	60.00
Math for College Readiness	65.00
MJ Math 1	50.00
MJ Math 2	50.00
MJ Pre-Algebra	50.00
Precalculus Honors	80.00
SAIENIE	
Anatomy & Physiology	55.00
AP Biology	90.00
AP Environmental Science	50.00



Biology	80.00
Chemistry	50.00
Earth Space Science	50.00
Forensic Science	90.00
Marine Science	50.00
MJ Science 1	50.00
MJ Science 2	50.00
MJ Science 3	55.00
Physical Science	50.00
Physics:	55.00
CAMPAGE CONTRACTOR OF THE CONT	
AP Computer Science	70.00
Art History and Criticism 1 Honors	50.00
Career Research and Decision Making	85.00
Creative Photography	90.00
Critical Thinking and Study Skills	85.00
Drivers Education	100.00
Fitness Lifestyle Design	50.00
Guitar 1	90.00
HOPE	50.00
Leadership Skills Development	85.00
Life Management Skills	50.00
MJ CreativePhotography	90.00
MJ Critical Thinking, Problem Solving and Learning Strategies	50.00
MJ Fitness	50.00
MJ Guitar I	90.00
ivIJ Physical Education 6	50.00
MJ Physical Education 7	50.00
Music of the World	90.00
Outdoor Education	115.00
Peer Counseling 1	85.00
Personal Fitness	50.00
Theater, Cinema & Film Production	100.00
MJ Careers in Fashion & Interior Design	90.00
Criminal Justice Operations	90.00
CAREERS AND TECHNICAL EDUCATION	
Applied Object-Oriented Java Programming	103.00
Business Software Applications I	103.00
Business Software Applications I	103.00
Computer and Network Security Fundamentals	103.00
CSIT Network Systems Configuration	103.00
COLL METANOLK SYSTEMS COMBUTATION	103.00



CSIT System Essentials	103.00
Data and Control Functions	103.00
Database Fundamentals	103.00
Dave Ramsey's Foundations in Personal Finance	90.00
Digital Design 1	103.00
Digital Information Technology	75.00
Digital Media/Multimedia Foundations 1	103.00
Digital Media/Multimedia Foundations 2	103.00
Digital Media/Multimedia Foundations 3	103.00
Digital Media/Multimedia Foundations 4	103.00
Digital Media/Multimedia Foundations 5	103.00
Foundations of Web Design	70.00
Introduction to Information Technology	95.00
M/J Business Keyboarding	65.00
MJ Career Research and Decision Making	50.00
Networking 1	103.00
Networking 2 Infrastructure	103.00
Networking 3 Infrastructure	103.00
Parenting Skills	90.00
Personal and Family Finance	90.00
Specialized Database Applications	103.00
Specialized Database Programming	103.00
Technology Support Services - Client Systems	103.00
Technology Support Services - Network Systems	103.00
User Interface Design	70.00
ellenni haganisti.	
Algebra 1	50.00
Algebra 2	50.00
Biology I	50.00
Chemistry I	50.00
Economics with Financial Literacy	50.00
English 1	50.00
English 2	50.00
English 3	50.00
English 4	50.00
Geometry	50.00
US Government	50.00
US History	50.00
World History	50.00
OTHER ELECTIVES	The transfer of the second
Anthropology	90.00



Art in World Cultures	90.00
Astronomy Solar/Galactic	90.00
Early Childhood Education	90.00
Health Science I	90.00
Holocaust	90.00
Philosophy	90.00
Psychology II	90.00
Sociology	90.00
Speech I	90.00
Sports, Recreation and Entertainment Marketing Management	90.00
World Religions	90.00

#### FLVS Invoicing Schedule for Billable Enrollments Served:

July 2016 November 2016 March 2017

#### **Course Discontinuation**

FLVS reserves the right to discontinue the availability of any course listed herein with reasonable notice to the Customer. In so doing, FLVS will assure the students currently in the course are permitted to matriculate and complete their course with the current course they are currently enrolled in.

#### **Elementary Course Fees**

See Appendix C for Elementary course offerings.

14.00



### Florida Virtual School Franchise Agreement (USAss)

#### APPENDIX B

This Appendix sets out the terms and conditions pursuant to which the Customer may obtain and utilize the Licensed Materials (as defined in the FLVS Franchise Agreement — Terms and Conditions). Failure to meet these requirements may result in disciplinary action up to and including termination of the Franchise as outline in Appendix D.

#### Florida Virtual School Responsibilities

- 1) Provide a Franchise Operations Manager assigned to support the Customer's district.
- Provide access to LMS platform.
- 3) Provide contact information for Platform Provider.
- 4) Provide systems training during the 2016 fiscal year for Franchises, inclusive of VSA, LMS, Web Collaboration Tool, and other systems utilized for studentinstruction.
- 5) Provide hosting of courses on LMS platform.
- 6) Provide course materials to students to be returned to FLVS main office at the conclusion of the course, unless deemed disposable and as outlined in Appendix E for Elementary.
- 7) Provide course updates.
- 8) Provide Student Information Management System (VSA).
- Provide Quality Assurance Services inclusive of one Classroom Audit and one Completion Audit per instructor, Educator footprints reports upon request, and QA training.
- 10) Provide Academic Integrity Services inclusive of investigation and documentation.
- 11) Provide monthly parent/student survey results.
- 12) Provide Annual District Satisfaction Report.
- 13) Provide Instructor Training for all new course releases.
- 14) Provide new Instructor Training.
- 15) Provide a year-end evaluation of the program.
- 16) Provide Franchise Management Training.
- 17) Provide syllabus documents for AP courses for use in AP audit process.
- 18) Provide co-branded digital flyer, which is designed and sent to your Franchise for distribution three (3) times a year (August, January, and May)\*.
- 19) Provide co-branded digital poster, which is designed and sent to you Franchise for distribution once per year\*.
- 20) Provide access to FLVS video course tours.
- 21) Provide the Salesforce platform to access QA documents and submit concern resolutions.

<sup>\*</sup>All messaging will be pre-determined and at the discretion of FLVS based on time of year.



#### The Customer is Responsible for the Following Items:

- Schedule a meeting with representatives of FLVS and the Superintendent or his/her designee in March, April, May, or June, prior to the implementation of this Agreement. Said meeting is for the purpose of ensuring a correct and quality implementation of the Franchise program and must occur before the Franchise contract will be renewed for the following school year.
- 2) Provide FLVS seven (7) days written notice of any meeting of Customer's school board to discuss and/or consider action regarding FLVS, this Agreement, or the terms thereof.
- 3) Return this signed contract by July 30, 2016.
- 4) Provide payment as specified in contract.
- 5) Provide a point of contact for FLVS at the district level and at the Franchise leadership level.
- Adhere to all branding policies as outlined in the FLVS Marketing and Communications Franchise Policy Guide. Link to Policy: <a href="https://flvs.force.com/franchise/00P5000000RJ2EK">https://flvs.force.com/franchise/00P5000000RJ2EK</a>
- 7) Use the FLVS Learning Management System and Student Information System.
- 8) Complete course list three (3) weeks prior to delivery date.
- 9) Report only Florida Virtual School courses within the Franchise.
- 10) All student transfers must be approved and processed by Florida Virtual School.
- 11) Abide by the Academic Integrity policies established by FLVS.
- 12) Customer will provide accurate rosters of teachers, including contact information and subjects they teach, at the following intervals: July 1<sup>st</sup> and December 1<sup>st</sup>. Keep FLVS updated with new hires and departures.
- 13) Require that all teachers have completed new teacher training before being placed with students.
- 14) Require all teachers of new or reversion courses complete training on the new course within two (2) weeks of training being made available.
- 15) Require that no student shall be completed in a course without having taken the final segment exams or without documented adherence to local district policy.
- 16) Require that all teacher and student email communications be maintained within the LMS.
- 17) Provide certified teachers in the subject they are teaching or teachers who possess a statement of eligibility. Provide certification number in VSA account.
- 18) Acknowledge sole responsibility for compliance with College Board AP Audit. If Franchise AP courses are not authorized, courses may not be offered with the AP label.
- 19) Participate in end-of-year Franchise evaluations.
- 20) Participate in Annual Franchise Management Training.
- 21) Employ a Franchise leader whose primary duty is to supervise, monitor, and evaluate the Franchise teachers and its program.
- 22) Provide FLVS with End of Course (EOC), AP, and FSA summary and demographic data for FLVS courses upon request.



- 23) Implement teacher Memorandum of Agreement provided by FLVS as Appendix D, and submit signature page to FLVS by October 1, 2016 or within 30 days of employment.
- 24) Achieve an 85% or better satisfaction rating or higher as measured by Annual Customer Satisfaction Surveys as reviewed by FLVS's external vendor.
- 25) All public records requests received regarding this Franchise Agreement or any services provided thereunder must be provided to Florida Virtual School within 24 hours of the receipt by the customer.
- 26) The Franchise will apply appropriate corrective or disciplinary action to any teachers providing services pursuant to this Agreement that FLVS identifies as failing to properly deliver the curriculum.
- 27) Provide high-resolution vector logo to FLVS by July 30, 2016.
- 28) Use tagline "Powered by FLVS" when specifically promoting FLVS courses.
- 29) Encourage instructors and staff to attend FLVS Professional Development offerings and award professional development in service points upon completion.
- 30) Utilize the Salesforce application to access QA documents and submit concern resolutions.



#### APPENDIX C

This Appendix sets out the terms and conditions pursuant to which the Customer may obtain and utilize K-5 Elementary courses.

#### 1. <u>FLVS Responsibilities</u>

FLVS agrees to provide the following to the school district:

- a) Access to Courses: A license for Authorized Users to access the courses, which are hosted by Connections on Connexus® or any Education Management System ("EMS") maintained by Connections. Courses may be added or deleted from the Course List upon the mutual agreement of the parties. In addition, Connections may determine in its sole discretion not to continue to offer a course, and in such event, Connections shall notify FLVS promptly upon making such determination, but in no event later than the end of an academic year with regard to future academic years.
- b) Access to Materials: A license to use all required materials in either electronic or print format, as the case may be, including textbooks, curricular materials, and ancillary materials such as workbooks, texts, and other materials ("Materials"). Materials available electronically and in print format will be provided in electronic format. The use of the Materials shall be made expressly subject to Connections' Educational Materials and Hardware Policy, located at:

  <a href="http://www.connectionslearning.com/connections-learning/educational-materials-and-hardware-policy.aspx">http://www.connectionslearning.com/connections-learning/educational-materials-and-hardware-policy.aspx</a>.

Connections shall be responsible for shipping all required Materials and for soliciting the return of all re-usable Materials from Authorized Users. Any re-usable Materials provided by Connections will be the exclusive property of Connections or its Contractors, and Connections shall have the right to recover and re-usable Materials from Authorized Users at the conclusion of each academic year or when the student is no longer enrolled, whichever is sooner. Connections may invoice students for any Materials that are not returned, unless prohibited by applicable law.



#### c) Access to EMS:

- A limited, royalty free, non-transferrable, non-exclusive license for the duration of each course to access and use the EMS, including providing web-based access to the courses by Authorized Users The use of the EMS shall be made expressly subject to the Terms of Use: https://www.connexus.com/public/termsOfUse.html.
- 2. Access to the following EMS modules:
  - Gradebook
  - Attendance
  - Message Boards
  - Webmail
  - Standard Reporting
  - Course Delivery
- 3. Access to information about Student progress, attendance, performance, participation, and other metrics through the EMS.
- 4. Access to basic Student information stored on the EMS.
- 5. Access to standard data/field elements for the Schools to upload additional enrollment documents into the EMS.
- 24/7 technical support through online help (in the EMS), live phone support via Connections Support Services to Authorized Users Monday- Friday 9:00 AM to 9:00 PM ET, and on-call support all other times.

#### d) <u>Professional and Technical Support Services:</u>

- Access to monthly enrollment reports.
- 2 Import of enrollment data provided by Reseller of the School into the EMS.
- 3. Tracking of course Materials.
- 4. Initial set-up for Students.
- 5. The following support to the Reseller:
  - Eight (8) contiguous hours of face-to-face training at a single location.
  - Online training throughout the academic year available on an as needed basis.
  - One-on-one support from the Connections Program Manager.
- 6. The following support to Schools:
  - Access to online training series for Teachers and other School Administrative Staff.
  - Online orientation of Teachers and other School Administrative Staff.
  - Provide an orientation to Students.
  - Just-In-Time-Help, which provides access to live teaching staff support through Connections School Support Help Desk (hours of operation are Monday-Friday from 8:30 AM to 6:00 PM ET) and 24 hour access to a library of online training and professional development resources.



#### 2. <u>District Responsibilities</u>

- a) In order to access and utilize courses, School District shall:
  - 1 Provide Teachers for all courses.
  - 2. Abide by the Terms and Conditions.
  - 3. Transmit all necessary enrollment data to FLVS, including contact and address information, grade and course selections for each Student, as specified in the enrollment template.
  - 4. Ensure Student access to the internet and a computer meeting the specifications at:
    - http://www.connectionslearning.com/connections-
    - learning/technology/home.aspx
    - Internet access must provide sufficient bandwidth to effectively access and use the courses and other features of Connexus®.
  - 5. Grant Connections permission to contact Authorized Users to recover Materials.
  - 6. Pursuant to a signed, written agreement, comply and assure compliance by the Authorized Users with the following:
    - Terms of Use: <a href="https://www.connexus.com/public/termsOfUse.html">https://www.connexus.com/public/termsOfUse.html</a>
  - 7. Make Teachers and Administrative Staff available for all necessary training.

#### 3. <u>Fees</u>

- a) School District agrees to pay FLVS for Licenses to course enrollments (as defined herein) based on the following:
  - For each core course grouping (i.e. includes both A and B semesters courses for a total of one (1) credit) identified as such on Exhibit A ("Core Course") licensed School District shall pay FLVS \$350.
  - 2. For each elective course identified as such on Exhibit A ("Elective Course") licensed School District shall pat FLVS \$150.
  - 3. For each premium elective course identified as such on Exhibit A ("Premium Elective Course") licensed School District shall pay FLVS \$175.
- b) "Course Enrollment" shall be defined as a single Student taking a single course or a course grouping, as defined above, during a specified period.



- c) "Student Enrollment" shall be defined as a single full-time Student taking up to 14.5 semester courses during an academic year.
- d) If a Student withdraws from a course enrollment and such withdrawal occurs during the first thirty (30) days of the effective date of the License, the School District shall pay FŁVS:
  - 1 \$50 for each Core Course (other than Kindergarten Language Arts for which the full price will be payable due to the cost to Connections of such course).
  - 2. \$25 for each Elective Course and for each Premium Elective Course. If a Student withdraws from a Student Enrollment and such withdrawal occurs during the first thirty (30) days of the effective date of the License, the School District shall pay FLVS \$100 for each such Student Enrollment. Any amounts previously paid to FLVS in excess of the amount specified to be paid upon such withdrawal, if any, shall be refunded to the School District within thirty (30) days of FLVS being notified of the withdrawal by a Student.
- e) Required face-to-face training provided by FLVS shall be at the following rates:
  - \$4500 for a multi-Teacher training session for up to eight (8) Teachers and \$1500 for each additional Teacher, or if there are less than three (3) Teachers, than a per Teacher fee of \$1500. Training fees include all FLVS expenses. Training fees will be invoices monthly beginning July 1<sup>st</sup> for any new Teacher on-boarded since the preceding invoice, and payment is to be made within thirty (30) days of the date of the invoice.



# Florida Virtual School Franchise Agreement (USAss)

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		Published and a series of the following of the fall of	
Language Arts (1) A & B	1	Α	\$350.00
Language Arts (2) A & B	2	Α	\$ 350.00
Language Arts (3) A & B	3	A	\$350.00
Language Arts (4) A & B	4	Α	\$ 350.00
Language Arts (5) A & B	5	Α	\$350.00
Language Arts (K) A & B*	K	Α	\$350.00
Math (1) A & B	1	Α	\$350.00
Math (2) A & B	2	Α	\$350.00
Math (3) A & B	3	Α	\$350.00
Math (4) A & B	4	Α	\$350.00
Math (5) A & B	5	Α	\$ 350.00
Math (K) A & B	K	Α	\$ 350.00
Science (1) A & B	1	Α	\$ 350.00
Science (2) A & B	2	Α	\$ 350.00
Science (3) A & B	3	Α	\$ 350.00
Science (4) A & B	4	Α	\$ 350.00
Science (5) A & B	5	Α	\$ 350.00
Science (K) A & B	Κ	Α	\$ 350.00
Social Studies (1) A & B	1	A	\$ 350.00
Social Studies (2) A & B	2	Α	\$ 350.00
Social Studies (3) A & B	3	Α	\$ 350.00
Social Studies (4) A & B	4	Α	\$ 350.00
Social Studies (5) A & B	5	Α	\$ 350.00
Social Studies (K) A & B	К	Α	\$ 350.00
Art (K)	K	В	\$ 150.00
Art 1	1	В	\$ 150.00
Art 2	2	В	\$ 150.00
Art 3	3	В	\$ 150.00
Art 4	4	В	\$ 150.00
Art 5	5	В	\$ 150.00
Educational Technology and Online Learning 1	1	В	\$150.00
Educational Technology and Online Learning 2	2	В	\$ 150.00
Educational Technology and Online Learning 3	3	В	\$ 150.00
Educational Technology and Online Learning 4	4	В	\$ 150.00
Educational Technology and Online Learning 5	5	В	\$ 150.00



Educational Technology and Online Learning K	K	В	\$ 150.00
Exploratory Spanish	K	В	\$150.00
Physical Education 1	1	В	\$150.00
Physical Education 2	2	В	\$150.00
Physical Education 3	3	В	\$ 150.00
Physical Education 4	4	В	\$ 150.00
Physical Education 5	5	В	\$ 150.00
Sign Language K-5 (Children's)	K-5	В	\$ 150.00
Discovering Music I	3-5	С	\$175.00
Discovering Music II	3-5	C	\$175.00
Elementary Chinese I	3-5	C	\$175.00
Elementary Chinese II	3-5	С	\$175.00
Elementary Spanish I	1-5	С	\$175.00
Elementary Spanish II	1-5	С	\$175.00
Experiencing Music I	K	c	\$175.00
Experiencing Music II	К	С	\$ 175.00

<sup>\*</sup>There is an additional restocking fee of \$300.00.



#### APPENDIX D

#### **FLVS Mission:**

To deliver a high quality, technology-based education that provides the skills and knowledge Students need for success.

#### **FLVS Vision:**

To transform education worldwide, one Student at time.

#### **FLVS Values:**

- Student Focus
- Innovation
- Integrity
- Passion
- Communication

#### **FLVS Commitment:**

The Student is at the center of every decision we make.

#### **FLVS Franchise Policy Guide:**

Communication and interaction are at the heart of our success. Research continues to show that Student-Teacher interaction is the key to a successful educational experience. Frequent Student-Teacher communication in the virtual learning environment requires commitment above and beyond the traditional work day by staff, as communication is the critical element to the success of the program. Florida Virtual School's evaluation consistently shows overwhelming need and appreciation for the frequent communication that is occurring between staff and Students. Voice-to-voice communication and email are considered essential and are expected on a regular basis. Teachers are expected to perform Discussion Based Assessments as scheduled and additional as needed.

#### Academic Integrity:

Academic Integrity, along with hiring the best and brightest instructional staff, is one of the core values at FLVS. It is one of the most important things we do as a learning organization. Done well, Students will make decisions based on values that will prepare them as productive, meaningful, and ethical citizens. All Franchise teachers will comply with the FLVS Academic Integrity policies and procedures, which can be found at:

http://www.flvs.net/areas/flvscourses/Documents/AcademicIntegrity.pdf



#### Welcome Phone Call:

Prior to being granted access to their online course, students must have a Welcome Phone Call conversation with their instructors. During the initial Welcome Call, instructors will ask for a preferred method of contact. Instructors will make note of the preferred method and communicate student progress according what parent's request.

#### **Grading StudentWork:**

- A major component of proper communication is returning student work in a timely manner. It is the Florida Virtual School's policy that all communication be returned within 24 hours. Responding within 24 hours does not have to include the grading of all work that was submitted the previous day. It is the responsibility of the instructor to inform students about the expected turnaround time on grading work that has been submitted. All work should be graded within 48 hours of submission.
- 2. Florida Virtual School uses the state adopted grading scale. Per Florida Statute 232.2463 High School Grading System:
  - a) Grade A equals 90% through 100%.
  - b) Grade B equals 80% through 89%.
  - c) Grade C equals 70% through 79%.
  - d) Grade D equals 60% through 69%.
  - e) Grade F equals 0% through 59%.
  - f) W Student withdrawn during grace period. No credit awarded.
  - g) WF Student withdraws past grace period with a failing grade at the time of withdrawal. No credit awarded.
  - h) WP Student withdraws past grace period with a passing grade at the time of withdrawal. No credit awarded.
  - i) P Indicates that credit was awarded based on the student passing a state-administered End of Course (EOC) assessment instead of completed 100% of the course materials. Florida refers to this as a Credit Acceleration Program (CAP) credit. However, Florida has instituted EOC exams for select courses. A final grade issued by FLVS in one of the EOC exam courses may be interpreted differently based on district policies in effect at the time of enrollment and/or completion, and specific requirements per Florida Statute.

Each Florida School District reserves the right to input FLVS statuses into their county transcript system based on their specific student progression plan and/or reporting capabilities.



#### Final Exam Policy:

The purpose of the final exam is to assist in validating that Students have demonstrated mastery of key course concepts and standards. The final exam, unto itself, is not the sole determiner of Student achievement; however, students are required to take a final exam in all FLVS courses.

For Courses with state required EOC exams, Franchise may act in accordance with local district policy.

In order to maintain the integrity of all FLVS grades, instructors may choose to facilitate random oral assessments and/or face-to-face exams.

#### Minimum Length of Courses:

To ensure that Students are mastering content within their courses, it is important to remember that the 14-day minimum learning experience for all half-credit courses and a 28-day minimum for all full credit courses remains in effect. In order for Students to successfully complete a skill-based course with specific course requirements, such as a time component (i.e. workout logs in Personal Fitness), a longer minimum learning experience may be required.

As noted in the statement above, skill-based courses with a time component require a longer minimum stay. PE courses fall into that category.

Personal Fitness (PF):

Fitness Lifestyle Design (FLD):

Health Opportunities in Physical Education (HOPE):

21 Days

22 Days

#### **Documentation of Student Work:**

All Student assessment records should be kept in the FLVS course management system. Primarily, Student work will be completed within the course management system. Keep digital documentation of any Student assessments given by phone or in the chat room. Create a system for storing work that would be logical to anyone. Record the assessment grade and comments in the LMS. All email communication with Students must be maintained within the LMS.



As a Franchise Teacher, I have read and agree to abide by all FLVS Instructional Polices as found at: <a href="https://flvs.force.com/franchise/00P5000000YAnzs">https://flvs.force.com/franchise/00P5000000YAnzs</a>

Teacher Name	Certification	Areas
Teacher Signature		Date
Toucher Signature	•	
And the second of the second o		
Franchise Leader		Date

Please submit this form to the Franchise Manager within ten (10) business days of Teacher employment with your Franchise school.



### APPENDIX E Steps for Enforcement

In order to ensure that its products and services are properly presented, FLVS reserves the right to review both the individual and overall performance of the Franchise. Based on defined expectations for performance and policy/procedure alignment, FLVS will notify the Franchise representative of any discrepancies so that the representative may take immediate action to correct the issue(s). FLVS may assist in providing additional tools and/or training at the expense of the Franchise. Should the discrepancies continue, either with or without remediation, FLVS reserves the right to have a non-performing individual removed from the Franchise program and/or terminate the Agreement with the Franchise.

#### Step One: Verbal Warning

- Memo to file summarizing discussion.
- Franchise may file a written document outlining an opposing view with FLVS Franchise Manger, Director and Chief.
- Verbal communication with Franchise Manager to identify deficiencies with a plan for correction of identified deficiencies to bring Franchise back into compliance within seven (7) business days.
- 4. If deficiency is not corrected within seven (7) business days with the Franchise back in compliance of the Franchise contract, parties involved will attend mandatory training with costs being incurred by the Franchise, and/or be levied penalties and fines.

#### **Step Two: Probation**

1. Should the discrepancies continue, FLVS will place the Franchise on probation for no longer than one year.

### SUWANNEE COUNTY SCHOOL DISTRICT



2702 - 2nd Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

#### JERRY A. SCARBOROUGH Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

JERRY TAYLOR DISTRICT I

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

> > ED DA SILVA **DISTRICT 4**

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

#### MEMORANDUM

TO:

Jerry A. Scarborough, Superintendent of Schools All Manager Eitzpatrick

FROM:

Janene Fitzpatrick, Assistant Superintendent of Instruction

THRU:

Vickie Music DePratter, Chief Financial Officer

DATE:

June 13, 2016

RE:

Agenda Item for the June 28, 2016, Regular Board Meeting....

#### **RECOMMENDATION:**

The Superintendent recommends approval of the following Memorandum of Understanding:

2017-60

Memorandum of Understanding (MOU) between the Suwannee County School Board and Florida Virtual School (FLVS) for the 2016-2017 school year. (RENEWAL)

#### BACKGROUND:

This MOU is to form a relationship between the School/District and FLVS with the intent to ensure innovative learning solutions for all students within the Virtual Learning Lab (VLL). FLVS will invoice the school district for each billable enrollment at \$325.00 per each half credit completion. This will be paid out of the general fund.



#### Virtual Learning Lab

#### MEMORANDUM OF UNDERSTANDING BETWEEN FLORIDA VIRTUAL SCHOOL

AND Suwannee County School Board

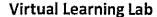
This	2016-2017 MEMORANDUM OF UNDERSTANDING (MOU) is hereby	/ made and	entered into	by	and between
the_	Suwannee County School Board	hereinafte	r referred to	as	School or
Dist	rict, and FLORIDA VIRTUAL SCHOOL, hereinafter referred to as FLVS.	i			

#### A. PURPOSE:

The purpose of this MOU is to form a relationship between the School/District and FLVS with the intent to ensure innovative learning solutions for all students within the Virtual Learning Lab (VLL). A Virtual Learning Lab (VLL) is a school whereby students are working on FLVS course(s) taught by FLVS instructor(s) at a school with a facilitator. FLVS's goal is to provide the necessary teachers for each VLL commencing on the School's preferred start date. To accommodate your preferred state date and hire the necessary teachers, the School principal and/or authorized district representative is required to sign this MOU no later than seven days after document is received so that both parties are in agreement of this commitment.

- B. FLVS is responsible for:
  - 1. Training for the VLL school facilitator.
  - 2. Training for the School Counselor(s).
  - 3. A registration process specifically designed for VLL students.
  - 4. Ongoing support from an FLVS instructor and/or a Blended Learning Specialist.
  - Highly-qualified, state-certified instructors.
  - 6. Invoicing for successfully completed enrollments.
  - 7. Providing data required for FTE reporting by district (as permitted by the FDLE).
- C. School/District is responsible for providing:
  - 1. Selecting academically appropriate courses by benchmark dates as stated above and within the enrollment period:
    - Fall: May 31 to September 1
    - Spring: November 15 to January 31
    - Summer: April 1 to June 1
  - 2. Provide FLVS a complete student information roster with the minimum data requirements (last name, first name, date of birth and grade level). Non compliance will result in FTE reported by FLVS.
  - 3. Accurate request for reservation to secure courses.
  - 4. Virtual Learning Lab facilitator to monitor students does not have to be a certified instructor.
  - Computer access and other minimum technology required as listed on the FLVS website for the students to take the courses at school. This includes computer access 4 to 6 hours each week per course.
  - Two-way long distance communication access for FLVS instructor student phone calls.
  - 7. Parent's notification of student's participation in FLVS course.
  - 8. FTE submission associated with these enrollments.

#### SCSB 2017-60 (RENEWAL)





D. Fees:

FLVS will invoice the school district for each billable enrollment at \$325.00 per each half credit completion. School district shall pay the bill/invoice in accordance with the Florida Prompt Payment Act.

- 1. **Billable Enrollments:** Any half credit completion issued by FLVS instructor through final grade report sent via Virtual School Administrator (VSA).
- 2. Invoice Schedule: District will be invoiced for ½ of the projected completions using the average rate of 82% x the total number of classroom assigned or active enrollments after the 30<sup>th</sup> day. The final District billing will be calculated based upon the actual course completions for the semester. The final billing amount will be net of amount paid by the district in the first billing. (October 1/January 15; March 1/June 30; July 1/August 15).
- 3. All fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or district reporting the FTE.
- E. FAILURE TO COMPLY WITH THE TERMS OF THIS MOU MAY RESULT IN DENIAL OF FUTURE VLL REQUESTS AT THE RATE STATE ABOVE.
- F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:
  - ACADEMIC INTEGRITY IN THE VLL. Each staff member has a stake in ensuring the highest standards
    of academic integrity. Teachers synchronize various aspects of FLVS to ensure the best possible
    experiences for their students.

#### Instructors will:

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

#### Facilitators will:

- Provide supervision through close proximity while circulating the lab.
- Encourage students to seek support from FLVS instructors.
- Encourage students to seek support from the facilitator.
- Discourage inappropriate collaboration of students.
- Ensure students are provided with appropriate equipment and that equipment is not shared by students who are actively working in the same FLVS coursework.
- Require that students protect their password information and coursework.
- Protect students' user names, passwords, and other private information.
- Adjust seating arrangements to help promote students' integrity.
- Communicate with the student, FLVS Instructor and Academic Integrity Investigator with regard to concerns and consequences.

#### **SCSB 2017-60 (RENEWAL)**



#### Virtual Learning Lab

- 2. <u>MODIFICATION:</u> Modifications to this Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changed being performed.
- 3. <u>PARTICIPATION IN SIMILAR ACTIVITIES:</u> This Agreement in no way restricts FLVS or School or District from participating in similar activities with other public or private agencies, organizations, and individuals.
- 4. <u>PRINCIPAL CONTACTS:</u> Contact your District Relations Manager (DRM) with questions concerning this agreement. The principal contacts for this instrument are:

**School or District** 

**FLVS** 

**Authorized Official:** 

**Authorized Official:** 

Jerry A. Scarborough

- X Suwannee County School Board 702 2nd Street, NW
- 5. <u>COMPLIANCE:</u> Tive Oak FIL 32064 Employment Opportunity, Non-Discrimination and Immigration.
- 6. <u>COMMENCEMENT/EXPIRATION DATE:</u> This Agreement is executed as of the date of last signature and is effective through <u>6/30/2017</u> at which time it will expire unless extended.
- 7. <u>LIABILITES:</u> It is understood that neither part to this Memorandum of Understanding is the agent of the other and neither is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), however caused, to the extent allowed by their respective statelaws.
- 8. THE PARTIES ACKNOWLEDGE THAT NEITHER PARTY MAKES A WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PUPRPOSE.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

rict: Chairperson. Suwannee County Sc	
Name and Title	Jerry A. Scarborough Superintendent of Schools
	paperimeendene of Schools
Name and Title	
	Name and Title

'Approved	as	to	Form	and	Sufficiency
RV					

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney

#### SUWANNEE COUNTY SCHOOL DISTRICT



702 – 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

> JERRY A. SCARBOROUGH Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

#### **MEMORANDUM**

TO:

Jerry A. Scarborough, Superintendent of Schools

FROM:

Janene Fitzpatrick, Assistant Superintendent of Instruction

THRU:

Vickie Music DePratter, Chief Financial Officer 4/74

DATE:

June 13, 2016

RE:

Agenda Item for June 28, 2016, Regular Board Meeting

#### **RECOMMENDATION:** --

The Superintendent recommends approval of the following contract for the 2016-2017 school year.

#2017-61

Fuel Education Contract between the Suwannee County School Board and K12 Florida LLC. (RENEWAL)

#### **BACKGROUND:**

This agreement is between the School/District and Fuel Education to provide a virtual instruction option to Suwannee Virtual School students that previously were enrolled in K12 through My District Virtual School. Fuel Ed will invoice the school district for each billable enrollment per the fee schedule attached.

00006627

### fueleducation<sup>™</sup>

the new power of learning

This Online Educational Products and Services Order (this "Order"), dated as of July 1, 2016 (the "Order Effective Date"), is between Suwannee County Schools, 702 2ND ST NW, LIVE OAK, FL 32064 ("Customer") and K12 Florida LLC ("K12"), 2300 Corporate Park Drive Herndon, VA 20171. This Order incorporates and is in all respects subject to the K12 Online Educational Products and Services Agreement Terms (the "Terms") attached as <a href="Attachment B">Attachment B</a> on the date that this Order bears the signatures of both Customer and K12. All capitalized terms that are not defined in this Order will have the meanings assigned to those terms in the Terms. I am authorized by Customer to enter into this Order for the products, services and licenses indicated herein, at the prices set forth below and pursuant to the Terms.

Accepted by Customer			Chairperson, Suwannee County School Board
•	(Signature)	(Date)	Source optimity optimity position
Jerry A. Scarborough	(Print Name) <u>Superintendent</u>	(Title)	"Approved as to Form and Sufficiency
Accepted by K12:			BY
, toopiou by the	(Signature)	(Date)	Leonard J. Dietzen, III
		. ,	Rumberger, Kirk & Caldwell, P.A.
to the same to	(Print Name)	(Title)	Suwannee School Board Attorney"

- 1. Period: July 1, 2016 through June 30, 2017 and is not eligible for a renewal period.
- 2. Territory: Suwannee County Schools, FL
- 3. For the Services and/or Products provided under this Order, Customer shall pay to K12 and/or its Affiliates the following Fees:

में त्वलेपदी.	Product Description	Sales Price Price
FTS Comprehensive K-8 Student License (4 Courses)	K-8 FTS Comprehensive Program for 4 courses per student.	\$1,820.00
K12 Instructor Materials K-8	K12 instructor course materials for six courses in a single grade, K-8.	\$400.00
FTS Comprehensive K-8 Student License (5 Courses)	K-8 FTS Comprehensive Program for 5 courses per student.	\$2,160.00
FTS Comprehensive K-8 Student License (6 Courses)	K-8 FTS Comprehensive Program for 6 courses per student.	\$2,500.00
FTS Comprehensive 9-12 Student License (4 Courses)	9-12 FTS Comprehensive Program for 4 courses per student.	\$1,820.00
K12 Physical Textbooks 9-12	K12 student course materials, physical textbooks	\$80.00

FTS Comprehensive 9-12 Student License (5 Courses)	9-12 FTS Comprehensive Program for 5 courses per student.	\$2,160.00
FTS Comprehensive 9-12 Student License (6 Courses)	9-12 FTS Comprehensive Program for 6 courses per student.	\$2,500.00
K12 K-8 Online Course Enrollment License (Content, Hosting)	License for a single student in a K12 Standard K-8 year course. Includes content and hosting.	\$340.00
K12 9-12 Online Course Enrollment License (Content, Hosting)	License for a single student in a K12 Standard HS semester course. Includes content and hosting.	\$170.00
Training: Webinar	Access to one online synchronous professional development session for up to 35 users in a district*Some exceptions may apply due to program selected	\$750.00
Student Desktop Computer	Desktop computers for students.	\$525.00
FTS Comprehensive K-8 Student License (4 Courses, Instruction)	K-8 FTS Comprehensive Program with FuelEd teachers for 4 courses per student.	\$3,115.00
FTS Comprehensive K-8 Student License (5 Courses, instruction)	K-8 FTS Comprehensive Program with FuelEd teachers for 5 courses per student:	\$3,705,00
FTS Comprehensive K-8 Student License (6 Courses, Instruction)	K-8 FTS Comprehensive Program with FuelEd teachers for 6 courses per student.	\$4,295.00
FTS Comprehensive 9-12 Student License (4 Courses, Instruction)	9-12 FTS Comprehensive Program with FuelEd teachers for 4 courses per student.	\$3,115.00
FTS Comprehensive 9-12 Student License (5 Courses, Instruction)	9-12 FTS Comprehensive Program with FuelEd teachers for 5 courses per student.	\$3,705.00
FTS Comprehensive 9-12 Student License (6 Courses, Instruction)	9-12 FTS Comprehensive Program with FuelEd teachers for 6 courses per student.	\$4,295.00
K12 9-12 Online Course Enrollment License (Content, Hosting, Instruction)	License for a single student in a K12 Standard HS semester course. Includes content, hosting and instruction.	\$370.00
K12 K-8 Online Course Enrollment License (Content, Hosting, Instruction)	License for a single student in a K12 Standard K-8 year course. Includes content, hosting and instruction.	\$590.00

#### 4. Description of Educational Products. Customer will be provided the Educational Products specified in this order.

<u>FuelEd Online Courses</u>: FuelEd's expansive course catalog covers all core subjects, six world languages, dozens of electives, and 19 high school credit recovery courses. This option enables students and educators to license courses on an individual basis. FuelEd may from time to time, in its sole discretion, deliver or otherwise make available to Customer certain updated courseware, which such updates shall also be

subject to all of the Terms. Customer acknowledges and agrees that certain courseware and updates thereto may be designed to utilize separate textbook products or course materials and Customer shall be responsible for procuring such materials. A complete list of required materials may be accessed at http://www.getfueled.com/required-materials

K12 Courses (Full-Time, Part-Time, and individual): K12 courses include the below components.

<u>Courses</u>: An enrollment portal into which Customer will enroll its students in the Territory into available K12 courses including Language Arts/English, Math, Science, History, Art, Music, available World Languages and, for grades 9 to 12, electives. Customer is responsible for determining the proper placement of students in appropriate courses. Within two (2) weeks following FuelEd's receipt of a completed account set-up form from Customer, FuelEd will provide access for Customer to enroll its students.

<u>Hosting Services</u>: A Learning Management System (LMS) or "FuelEd Hosting Services" for the delivery of FuelEd courses and access to a synchronous collaboration tool and system generated reports on academic performance, attendance and progress.

Materials: Instructional text or e-books, supplies and teaching tools (collectively, "Materials") for K-8 students. Materials for Customer's teachers and High School students are ordered separately. A complete list of required materials may be accessed at http://www.getfueled.com/required-materials. FuelEd will reclaim durable Materials by informing Customer and/or its students which Materials need to be returned and providing pre-paid return shipping labels. FuelEd Materials are intended solely for the use of the teachers and the students enrolled in FuelEd courses to whom FuelEd provides the Materials. Customer shall not transfer or resell the Materials to any other person. If a replacement component is required or a durable Material is not returned, the Customer will be invoiced for the component or Materials (plus shipping, if applicable). Customer will provide FuelEd with reasonable assistance in obtaining durable Materials from students and their parents.

#### 5. Description of Services.

Instructional Services: Customer will be provided licensed teachers for instruction to enrolled students for selected courses.

<u>FuelEd Hosting Solution</u>: The set-up, configuration and hosting of the applicable courseware for the delivery of FuelEd courses, solely for the provision of educational services to its students in the Territory enrolled in Customer's educational programs.

#### 6. Billing Terms.

<u>FuelEd Course Terms</u>: FuelEd provides a 14-day grace period for students who enroil. If a student withdraws within 14 days from when the student enrolls, FuelEd will refund 50% of the course fees but only if this withdrawal was received in writing by FuelEd by fax or email before the grace period ended. Enrollments under the subscription license model will be invoiced on a monthly basis

K12 Course Terms: Special course material fee applies to lab sciences, advanced placement and technology courses. A complete list of required materials may be accessed at <a href="http://www.getfueled.com/required-materials">http://www.getfueled.com/required-materials</a>.

K12 Full-time School Comprehensive Program: K12 will invoice Customer for the components of the program as follows: (a) courses and educational tools and services will be billed quarterly with invoices payable in accordance with the Terms; (b) materials will be invoiced upon shipment. For course enrollments, Customer will only be invoiced for students enrolled by Customer.

Materials costs are refunded 100% if the student is withdrawn within 10 days of order placement, or 50% if the student is withdrawn between the 11th and 30th day. There is no refund or credit on materials for withdraws occurring after 30 days. Fees will not be charged for a student for any month following notice to K12 of the student's withdrawal from the course. No other refunds, credits or cancellations are allowed.

#### 7. Public Records.

For all contractors as set forth in Section 119.0701, Florida Statutes (2016) see Attachment C which is incorporated by reference herein.

#### 8. Sovereign Immunity

Nothing contained in this Order or Terms shall be interpreted or construed to mean that the Customer waives its common law sovereign immunity or the limits of liability set forth in Florida statutes.

#### 9. Governing Law and Venue

This Order and Terms will be governed by and construed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Order, the parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Order.

#### ATTACHMENT A

### FLORIDA ATTACHMENT TO THE ONLINE EDUCATIONAL PRODUCTS AND SERVICES ORDER

This Attachment is fully incorporated into the terms and conditions of the Online Educational Products and Services Order ("Order") to which it is attached and the K12 Online Educational Products and Services Agreement Terms (the "Terms") that are incorporated into said Order. It modifies certain provisions found in the Order and Terms, as noted below. WHERE THERE IS A CONFLICT BETWEEN THE ORDER, THE TERMS, AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.

Note: This Attachment is only applicable to products and services ordered under the Florida Virtual Instruction Program.

#### Section 1: Florida VIP Program Requirements

The following Florida Virtual Instruction Program requirements noted in §1002.45 of the Florida Statutes shall be added to the K12 Online Educational Products and Services Agreement Terms (the "Terms").

#### a) Contract Requirements

Contracts between Florida school boards and an Approved Virtual Instruction Provider require certain provisions to be included (see, § 1002.45 (4) F. S.)

Requirement	Text	K12 Response	Statute Reference
Curriculum Plan	"Set forth a detailed curriculum pian that illustrates how students will be provided services and be measured for attainment of proficiency in the Next Generation Sunshine State Standards for each grade level and subject."	K12 has posted a detailed curriculum plan in compliance this this requirement at the following URL: <a href="http://www.k12.com/content/dam/k12/sites/default/files/pdf/K12-Florida-LLC-Disclosure-Requirements-092915.pdf">http://www.k12.com/content/dam/k12/sites/default/files/pdf/K12-Florida-LLC-Disclosure-Requirements-092915.pdf</a> K12 agrees to implement this plan in accordance with the requirements of the Florida VIP program.	§ 1002.45 (4)(a) F. S.
Graduation Plan	"Provide a method for determining that a student has satisfied the requirements for graduation in s. 1002.3105(5), s. 1003.4281, or s. 1003.4282 if the contract is for the provision of a full-time virtual instruction program to students in grades 9 through 12."	K12 provides a percentage grade to the Customer and the customer can use these percentage grades within their own system. K12 does not assign letter grades. Customer's school board can use such information to determine if a student has met such requirements, in accordance with Florida law and Customer's School Board's policies.	§ 1002.45 (4)(b) F. S.
Conflict Resolution	"Specify a method for resolving conflicts among the parties."	DISPUTE RESOLUTION: The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the Executive Vice President of Operations for K12 and the Superintendent of the Customer or their respective designees. The laws of the State of Florida, without regard to its conflict of laws provisions, will govern all disputes arising out of or related to this Agreement, including the validity, enforceability or construction thereof. Each party submits to the jurisdiction of the state and federal courts located in the State of Florida for purposes of any action, suit or proceeding arising out of or related to this Agreement and agrees not to plead or claim that any action, suit or proceeding arising out of or related to this Agreement that is brought in such courts has been brought in an inconvenient forum.	§ 1002.45 (4)(c) F. S.
Termination	"Specify authorized reasons for termination of the contract."	NOTICE OF NON-RENEWAL: The period of this Agreement is as specified in the Order ("Period"). Following the Subscription Period, this Agreement will automatically extend for successive additional Subscription Periods of one (1) year (each such period a "Renewal Period"), unless (a) either party provides the other with written notice of non-renewal at least six (6) months before the expiration of the then-current Subscription Period or Renewal Period (as applicable); (b) the Agreement is sooner	§ 1002.45 (4)(d) F. S.

		terminated under the section labeled Termination; or (c) the Customer (as defined in the Order) provides K12 with written notice of non-renewal as set forth under the section of these K12 Online Educational Products and Services Agreement Terms labeled Price And Payment.  TERMINATION FOR CAUSE: Either party may terminate this Agreement at any time with ninety (90) days' prior written notice	
		to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does not relieve Customer of any obligations for payments outstanding to K12 as of the date of termination and does not relieve either party of any obligations that continue upon termination.	
		TERMINATION DUE TO ANNUAL FEE INCREASE: K12 reserves the right to change the prices set forth in any Order no more often than once per Renewal Period (if any). K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).	
Financial Responsibility Upon Termination	"Require the approved provider to be responsible for all debts of the virtual instruction program if the contract is not renewed or is terminated."	K12 shall be responsible for all debts for the Customer's virtual instruction program that arise out of K12's performance of this contract if the contract is not renewed or is terminated. This does not excuse the Customer from paying any obligations incurred resulting from its obligations under this contract or from the payment of any debts incurred under this contract for termination, unless such termination is as provided for under the clause titled Termination for Cause.	§ 1002.45 (4)(e) F. S.
Compliance Requirement	"Require the approved provider to comply with all requirements of this section."	K12 represents and warrants that it shall comply with all statutory requirements of § 1002.45 F. S.	§ 1002.45 (4)(f) F. S.

#### b) Provider Requirements

Virtual Instruction Providers must meet certain requirements as provided under Section 2 of § 1002.45 F. S. K12 represents and warrants that it meets all such requirements as an Approved Provider under Florida law. These requirements follow below:

Requirement	Text	K12 Response	Statute Reference
Non-Sectarian	"Is nonsectarian in its programs, admission policies, employment practices, and operations"	K12 represents and warrants that it adheres to a non-sectarian policy can be found here:  http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy-K12-Florida-LLC-Nonsectarian-Policy-092915.pdf	§ 1002.45 (2)(a)(1) F. S.
Anti-Discrimination	*Complies with the antidiscrimination provisions of § 1000,05*	K12 represents and warrants that it complies with the antidiscrimination provisions found in § 1000.05 of the Florida Statutes. K12's anti-discrimination policy can be found here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy_K12-Florida-LLC-Anti-Discrimination-Policy-092915.pdf	§ 1002.45 (2)(a)(2) F. S.

Florida Offices, Administrative Staff, and Teacher Background Checks	"Locates an administrative office or offices in this state, requires its administrative staff to be state residents, requires all instructional staff to be Fiorida-certified teachers under chapter 1012 and conducts background screenings for all employees or contracted personnel, as required by s.1012.32, using state and national criminal history records"	Administrative Offices – K12 has an office located at 9143 Phillips Hwy, Suite 590, Jacksonville, FL 32256  Administrative Staff – All K12 administrative staff located it its Florida office are Florida residents.  Teachers – Customer will be provided the services of Florida-certified teachers, compliant with Chapter 1012. Additionally, teachers providing such services shall comply with all Florida and national background screening requirements, Additional information can be found here: <a href="http://www.k12.com/Florida-DOE.htm">http://www.k12.com/Florida-DOE.htm</a>	§ 1002.45 (2)(a)(3) F. S.
Teacher-Student Contact Information	Provides to parents and students specific information posted and accessible online that includes, but is not limited to, the following teacher-parent and teacher-student contact information for each course:  a. How to contact the instructor via phone, e-mail, or online messaging tools.  b. How to contact technical support via phone, e-mail, or online messaging tools.  c. How to contact the administration office via phone, e-mail, or online messaging tools.  d. Any requirement for regular contact with the instructor for the course and clear expectations for	K12 has detailed its Teacher-Student Contact Information and Policies here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/Parent-and-Student-Contact-Information-Requirements-092915.pdf	§ 1002.45 (2)(a)(4)(a) (e) F. S.
Prior Experience	reeting the requirement  "Possesses prior, successful experience offering online courses to elementary, middle, or high school students as demonstrated by quantified student learning gains in each subject area and grade level provided for consideration as an instructional program option. However, for a provider without sufficient prior, successful experience offering online courses, the department may conditionally approve the provider to offer courses measured pursuant to subparagraph (8)(a)2. Conditional approval shall be valid for 1 school year only and, based on the provider's experience in offering the courses, the department shall determine whether to grant approval to offer a virtual instruction program."	As one of the original companies to provide online K-12 education, K12 has over 15 years of providing online courses to elementary, middle, and high school students. Additional information about K12's experience in the online educational space can be found here: <a href="http://www.k12.com/Florida-DOE_html">http://www.k12.com/Florida-DOE_html</a>	§ 1002.45 (2)(a)(5) F. S.

Accreditation	"Is accredited by a regional accrediting association as defined by State Board of Education rule"	In 2015, the FuelEd Instructional Services Team received a five year accreditation renewal from AdvancED to 2020. The original accreditation was awarded in 2010. For additional information, please see: http://www.k12.com/content/dam/k12/sites/default/files/pdf/K12-Florida-LLC-Disclosure-Requirements-092915.pdf	§ 1002.45 (2)(a)(6) F. S.
Curriculum Quality	"Ensures instructional and curricular quality through a detailed curriculum and student performance accountability plan that addresses every subject and grade level it intends to provide through contract with the school district, including:  a. Courses and programs that meet the standards of the International Association for K-12 Online Learning and the Southern Regional Education Board.  b. Instructional content and services that align with, and measure student attainment of, student proficiency in the Next Generation Sunshine State Standards.  c. Mechanisms that determine and ensure that a student has satisfied requirements for grade level promotion and high school graduation with a standard diploma, as appropriate"	K12 represents and warrants that it complies with these requirements. Additional details may be found here:  http://www.k12.com/Florida-DQE.html	§ 1002.45 (2)(a)(7) F. S.
Publication Requirements	"Publishes for the general public, in accordance with disclosure requirements adopted in rule by the State Board of Education, as part of its application as a provider and in all contracts negotiated pursuant to this section:  a. Information and data about the curriculum of each full-time and part-time program.  b. School policies and procedures.  c. Certification status and physical location of all administrative and instructional personnel.  d. Hours and times of availability of instructional personnel.  e. Student-teacher ratios.  f. Student completion and promotion rates.  g. Student, educator, and school performance accountability outcomes"	K12 makes all information requiring disclosure available for public review. This information can be found here: http://www.k12.com/content/dam/k12/sites/default/files/pdf/k12-Florida-Li_C-Disclosure-Requirements-092915.pdf	§ 1002.45 (2)(a)(8) F. S.

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Independent Audit	"Performs an annual financial audit of its accounts and records conducted by an independent certified public accountant which is in accordance with rules adopted by the Auditor." General, is conducted in compliance with generally accepted auditing standards, and includes a report on financial statements presented in accordance with generally accepted accounting principles."	K12's parent company, K12 Inc., is publically held and traded on the New York Stock Exchange. In accordance with applicable law governing public companies, an Independent audit is performed annually. The results of K12 Inc.'s most recent audit, as well as all other required financial disclosures, can be found here: investors.k12.com	§1002,45 (2)(a)(10) F. S.
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# c) Virtual Instruction Program Requirements Florida law requires that Approved Providers and Schools develop a virtual instruction program that meets certain requirements. K12 meets such requirements as discussed in detail below:

Requirement	Text	K12 Response	Statute Reference
Course Alignment	"Align virtual course curriculum and course content to the Sunshine State Standards under s.1003,41."	The curriculum K12 will use in the performance of its services as an Approved Provider is aligned to the Florida Sunshine State Standards. Additional details on K12 courses and curriculum can be found here:  http://www.k12.com/content/dam/k12/sites/default/files/pdf/K12-Florida-LLC-Disclosure-Requirements-092915.pdf	§1002.45 (3)(a) F. S.
Student Proficiency	"Offer instruction that is designed to enable a student to gain proficiency in each virtually delivered course of study."	K12's program is designed to enable a student to gain proficiency in each virtually delivered course of study. Additional details can be found here:  http://www.k12.com/content/dam/k12/sites/default/files/pdf/K12-Florida-LLC-Disclosure-Reguirements-092915.pdf	§1002.45 (3)(b) F. S.
Instructional Materials	"Provide each student enrolled in the program with all the necessary instructional materials."	Each student will be provided with required course materials as further detailed in the Order above.	§1002.45 (3)(c) F. S.
Materials for Students Qualifying for National School Lunch Act	"Provide each full-time student enrolled in the program who qualifies for free or reduced-price school funches under the National School Lunch Act, or who is on the direct certification list, and who does not have a computer or Internet access in his or her home with:	The provision of free materials to full-time students enrolled in Customer's virtual instruction program is the duty of Customer School District. K12 has no visibility into students that would qualify for the National School Lurich Act. K12 is happy to provision to Customer any required materials at the prices in the above Order.	§1002.45 (3)(d) F. S.
	All equipment     necessary for participants in     the virtual instruction     program, including, but not     limited to, a computer,     computer monitor, and	i sala to estad Mose di Local China di Ladio E	
	printer, if a printer is necessary to participate in the program; and 2. Access to or reimbursement for all Internet services necessary for online delivery of instruction."		
No Tuition or Registration Fees	"Not require tuition or student registration fees."	K12 does not charge students enrolled in Customer's virtual instruction program any tuition or registration fees. It charges the fees disclosed in the above Order directly to the School Board.	§1002.45 (3)(e) F. S.

#### Section 2: Florida VIP Payment Terms

- FLORIDA PRICE AND PAYMENT: The prices and billing terms for the products, services, and licenses will be as set forth in this Amendment. Invoices shall be submitted to Customer by K12 and full payment of such invoices shall be due by Customer no more than forty five (45) days from the date of an invoice. If full payment is not timely received, K12, in its sole discretion, may cease the provision of any or all products, services and licenses. Customer agrees to pay interest at one percent (1%) per month on any unpaid balance, from 30 days after the due date in accordance with the Local Governmental Prompt Payment Act, Fla. St. Chapter 218. If Customer wishes to dispute any charge invoiced to Customer by K12 or its Affiliates, Customer must submit a good faith claim regarding the Disputed Amount, in a format clearly delineated to coincide with the format of the disputed invoice and with documentation as may reasonably be required by K12 and its Affiliates to support the claim no later than ninety (90) days after the date of the invoice. K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).
- b) WITHDRAWAL AND REFUND: When a student withdraws from a K12 course, or do not otherwise complete a course (as determined by then-current Florida law), Customer shall be entitled to a pro-rata refund or credit for the specific course from which student withdraw or did not complete. For full-time student enrollments, the amount refunded or credited shall be determined by dividing the amount charged for student's course enrollment by the total number of courses the student is taking to determine the "per course" cost.

#### Section 3: FlorIda Public Records

K12 agrees that it will:

- (a) Keep and maintain public records (as defined by Section 119.011(12) F.S.) that ordinarily and necessarily would be required by the Customer in order to perform the services herein.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. For the purposes of this contract, the Customer will forward to K12 such public records requests that it deems valid for non-privileged, non-confidential, non-exempt public records in K12's possession. K12 will evaluate the request and provide the Customer with such public records in accordance with applicable Florida law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and, to the extent allowed by applicable law, destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

#### ATTACHMENT B

#### K12 Online Products and Services Agreement Terms

PERIOD: The period of this Agreement is as specified in the Order ("Period"). Following the Subscription Period, this Agreement will automatically extend for successive additional Subscription Periods of one (1) year (each such period a "Renewal Period"), unless (a) either party provides the other with written notice of non-renewal at least six (6) months before the expiration of the then-current Subscription Period or Renewal Period (as applicable); (b) the Agreement is sooner terminated under the section labeled Termination; or (c) the Customer (as defined in the Order) provides K12 Florida LLC ("K12") with written notice of nonrenewal as set forth under the section of these K12 Online Educational Products and Services Agreement Terms labeled Price And Payment.

DESCRIPTION OF SERVICES: Customer will be provided with those products and services, including where applicable a limited, non-exclusive, nontransferable license, without sublicense rights, for access to K12 or its Affiliates online courses, curriculum, learning management system and applicable instructional tools and online services, for the Period and Renewal Period (if any).

PRICE AND PAYMENT: The prices and billing terms for the products, services, and licenses will be as set forth on the Order, except as set forth herein. Invoices shall be submitted to Customer by K12 or its Affiliates and full payment of such invoices shall be due by Customer no more than thirty (30) days from Customer's receipt of an invoice. If full payment is not timely received, K12, in its sole discretion, may cease the provision of any or all products, services, and licenses. Customer agrees to pay interest at one and one quarter percent (1.25%) per month on any unpaid balance from the due date. If Customer wishes to dispute any charge invoiced to Customer by K12 or its Affiliates, Customer must submit a good faith claim regarding the Disputed Amount, in a format clearly delineated to coincide with the format of the disputed invoice and with documentation as may reasonably be required by K12 and its Affiliates to support the claim no later than ninety (90) days after the date of the invoice. K12 reserves the right to change the prices set forth in any Order no more often than once per Renewal Period (if any). K12 will provide written notice of any price increase to Customer at least ninety (90) days' prior to the start of the Renewal Period (if any) for which it would be applicable. Customer may, in its sole discretion, terminate the Agreement within thirty (30) days of such notice. Such termination will be effective at the end of the then-current Period or Renewal Period (if any).

TAXES: Customer represents that it is exempt from sales and use taxes imposed by the state and local governmental divisions in which it is located. Customer must provide K12 with Customer's exemption certificates or other proof of Customer tax-exempt status reasonably acceptable to K12.

TERMINATION: Either party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other party for cause. Termination for cause may be used if a party breaches any material term or fails to fulfill any representation, warranty, or material condition, term, provision or obligation contained in this Agreement and fails to cure within thirty (30) days of such notice from the terminating party. Upon termination, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity. If any change in applicable law that is enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any party to carry out its obligations under this Agreement, such party, upon written notice to the other party may request renegotiation of this Agreement. Such renegotiation shall be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within 120 days of such notice of renegotiation, then this Agreement shall be terminated effective at the end of the school year in which such notice was given. Termination of this Agreement does

not relieve Customer of any obligations for payments outstanding to K12 as of the date of termination and does not relieve either party of any obligations that continue upon termination.

INFORMATION REQUIREMENTS: Customer will provide K12 with all information reasonably required by K12 to provide the products, services, and licenses.

FERPA AND CONFIDENTIALITY: If Customer is a public entity receiving federal Title I funds, Customer represents that K12 is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's Family Educational Rights and Privacy Act ("FERPA") notification(s) to students and parents during the Period and Renewal Periods (if any) of this Agreement. K12 agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. Customer recognizes and agrees that for purposes of all applicable laws, K12 has a legitimate educational interest for purposes of Customer disclosing to K12 students' education records. Regardless of whether Customer is a public entity receiving federal Title I funds, to the extent permitted by applicable law K12 or its affiliates may provide Customer with confidential information (as designated by K12) required by Customer in writing for its internal use or reporting to regulatory authorities. Customer agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of such confidential information.

SPECIAL EDUCATION AND DISABILITIES: If Customer is a public entity receiving federal Title I funds, Customer agrees that it is the Local Educational Agency responsible for the provision of special education. The provision of special education, the creation, implementation or provision of Individualized Education Programs, the provision of reasonable accommodations or any services of any nature under the Individuals with Disabilities Education Act, the Americans with Disabilities Act, section 504 of the Rehabilitation Act or any similar law, whether federal, state or local are not services provided under this Agreement. Notwithstanding the forgoing, during the Period and Renewal Period (if any) of this Agreement, K12 will discuss, formulate and make adjustments and accommodations in furtherance of IEPs or reasonable accommodations established by Customer, but solely to the extent that K12 may do so without incurring direct or indirect costs.

PUBLICITY: During the Period and Renewal Period (if any) of this Agreement, Customer hereby agrees that K12 and its Affiliates shall have the right, but not the obligation, to list Customer as a customer in other materials promoting the Content. K12 will remove Customer's name from any such list within thirty (30) days after any termination of this Agreement.

AUDIT RIGHTS: This paragraph shall only be applicable if a Non-Hosted Solution is applicable to the order. Customer shall maintain books and records in connection with its use of the non-hosted courses for the Period of this Agreement and for at least three (3) years after the date this Agreement terminates or expires. K12 or its representatives may audit the relevant books and records of Customer during the Period of this Agreement, and for three (3) years after the expiration of this Agreement to ensure compliance with this Agreement. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business activities. Audits shall be conducted no more than once annually. If an audit reveals that Customer has underpaid fees due to K12 or its Affiliates, all such fees shall be paid immediately, together with interest at the rate of prime plus one percent (1%); and in the event such underpayment is in excess of five percent (5%) of the total owed to K12 or its Affiliates for any given audit period, then Customer shall, in addition, reimburse to K12 or its Affiliates the reasonable costs of conducting the audit. In connection with the license grants set forth in these Terms, (i) K12 or its Affiliates may monitor actual usage of the courses and (ii) at periodic intervals designated by K12 or its Affiliates in

accordance with its then current practices, may request that Customer deliver to K12 or its Affiliates in writing a summary of the actual number of students that are currently enrolled and using the courses. Unless otherwise set forth in the applicable Order, all license Fees shall be payable in accordance with the number of students determined pursuant to the Reporting Process.

WARRANTY: K12 warrants that the services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND K12 MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, K12 MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR OUTAGES OR OTHER NON-ACCESSIBILITY TO THE K12 WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS REGARDLESS OF THE CAUSE. K12 OFFERS NO WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. K12 DOES NOT WARRANT THAT USE THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ERRORS WILL BE CORRECTED OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

INTELLECTUAL PROPERTY: Customer acknowledges and agrees that all courses, content, software, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, Works) made available to Customer pursuant to this Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws and K12 (or its Affiliates or licensors) own all right, title and interest in and to the Works. Customer acknowledges and agrees that it has no intellectual property interest or claims in the Works and has no rights to make any use of such Works except as expressly granted herein. Except as expressly authorized in writing by an officer of K12, Customer agrees not to sell, license, sublicense, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any of the Works. Customer will not act or permit any action that would impair any of K12's (or its Affiliates' or licensors') rights in the Works. Customer agrees not to: (a) disassemble, reverse compile, reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Works (or any portion thereof); (b) distribute, lend, rent, sell, transfer, or grant sublicenses to, or otherwise make available the Works (or any portion thereof) to third parties, including, but not limited to, making such Works available (i) through resellers, OEMs, other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in the Order; (c) embed or incorporate in any manner the Works (or any element thereof) into other applications of Customer or third parties; (d) use or transmit the Works in violation of any applicable law, rule or regulation, including any export/import laws, (e) in any way access, use, or copy any portion of the Works (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Works, (f) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of K12 or its Affiliates displayed on any portion of the Works. Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. Customer acknowledges that in the event Customer breaches any provision contained in this paragraph, K12's interests will be irreparably injured, the full extent of K12's damages may be impossible to ascertain, and monetary damages will not be an adequate remedy. Customer agrees that K12 will be entitled to enforce this agreement by an injunction or other legal or equitable relief in any court of its choice without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy.

INDEMNIFICATION AND LIMITATION OF LIABILITY: K12 agrees to defend, indemnify, and hold

harmless Customer and its employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including court costs and attorney's fees, that arise out of or in connection with any acts or omissions of K12 related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of Customer and subject to the conditions precedent that a) Customer provide written notice to K12 within thirty (30) days of its receipt of the Claim and b) Customer permits K12 to assume the control and defense of the Claim with counsel selected by K12. IN NO EVENT SHALL K12'S LIABILITY TO CUSTOMER AND ITS EMPLOYEES, CONTRACTORS, OFFICERS AND BOARD MEMBERS UNDER THIS AGREEMENT OR FOR ANY MATTER OR CAUSE OF ACTION ARISING IN CONNECTION HEREWITH EXCEED THE AMOUNT PAID BY CUSTOMER TO K12 HEREUNDER. IN NO EVENT SHALL K12 BE LIABLE TO CUSTOMER, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER K12 IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. To the extent permitted by law, Customer agrees to defend, indemnify, and hold harmless K12 and its Affiliates and all of their employees, contractors, officers, and board members from and against any and all liabilities, claims, damages, injuries, judgments, demands and expenses, including court costs and attorney's fees, that arise out of or in connection with any acts or omissions of Customer related to or arising from this Agreement (collectively "Claims") except to the extent that such Claims arise out of actions or omissions of K12 and subject to the conditions precedent that a) K12 provide written notice to Customer within thirty (30) days of its receipt of the Claim and b) K12 permits Customer to assume the control and defense of the Claim with counsel selected by Customer.

DISPUTE RESOLUTION: The parties agree that they will use their best efforts to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, prior to initiating any legal proceeding, whether judicial or administrative in nature. The efforts shall be primarily between the President of K12 and the Superintendent of the Customer or their respective designees.

MISCELLANEOUS: a) A waiver of any part of this Agreement in one instance is not a waiver of any other part or any other instance; b) If any part of this Agreement is held invalid or if the applicability of any part of this Agreement is held invalid to a particular set of circumstances for any reason, such holding or declaration shall not in any way affect or impair the remaining provisions or the application to a different set of circumstances; c) Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party and any such assignments shall be void and of no effect, except that K12 may assign all of its rights and obligations under this Agreement to any person or entity that controls K12, is controlled by K12, or is under common control with K12 or to any successor in interest that acquires all or substantially all of the assets of K12; d) This Agreement does not create any legal or equitable rights on the part of any third party, as a third party beneficiary or otherwise; e) K12 is not a division or any part of Customer. Customer is not a division or any part of K12. Nothing herein is intended to be construed as or to create a partnership or joint venture by or between K12 and Customer; f) Notwithstanding any other section of

this Agreement, no party will be liable for any delay in performance or, except with respect to payment hereunder, inability to perform due to acts of God or due to war (declared or undeclared), riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, labor strike, internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence; g) Customer and all users of licensed products shall comply with the terms and conditions of the Terms of Use pertaining to the use of courseware, web sites and learning management systems, as such terms are set forth therein; h) All representations,

warranties and indemnities made in this Agreement will survive termination of this agreement; i) This Agreement and the documents to which it refers form the entire Agreement between the parties with respect to the subject matter herein. Customer may not rely on any other documents, proposals, statements, or representations by any sales or service representatives or other parties, unless expressly contained herein; j) K12 Florida LLC will provide all services, licenses and materials under this Agreement either directly or in conjunction with its Affiliates. An "Affiliate" of K12 Florida LLC is an entity that controls, is controlled by, or under common control with, K12 Florida LLC and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise. K12 Florida LLC and its Affiliates shall be referred to collectively as K12; k) All written notices required by the terms of this Agreement will be sent to the Superintendent of the Customer at the address set forth above and to the General Counsel of K12 at 2300 Corporate Park Drive, Herndon, VA 20171 (and such addresses may be changed upon proper notice to such addressees). Notice may be given by either certified or registered mail, postage prepaid, return receipt requested, or reputable overnight carrier, postage prepaid and is deemed to have been given three days after mailing or, as to overnight delivery, on the date of personal delivery to the address stated thereon.

#### ATTACHMENT C

Public Records Law Requirements under Chapter 119.0701, Florida Statutes (2016)

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 702 2<sup>ND</sup> ST. NW, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2016), you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are exempt or confidential and exempt from public records disclosure requirements 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 District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes (2016), for additional record keeping requirements.

#### REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes (2016).

### SUWANNEE COUNTY SCHOOL DISTRICT



702 – 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

> JERRY A. SCARBOROUGH Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

**MEMORANDUM** 

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

JULIE ULMER
DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

TO:

Jerry A. Scarborough, Superintendent of Schools

FROM:

Janene Fitzpatrick, Assistant Superintendent of Instruction

THRU:

Vickie Music DePratter, Chief Financial Officer

DATE:

June 13, 2016

RE:

Agenda Item for June 28, 2016, Regular Board Meeting

#### RECOMMENDATION:

The Superintendent recommends approval of the following Dual Enrollment Articulation Agreement for the 2016-2017 school year.

#2017-62

Dual Enrollment Articulation Agreement with North Florida Community College (REVISED/RENEWAL)

#### **BACKGROUND:**

Each community college enters into a dual enrollment articulation agreement with the school district which it serves.

#### **DUAL ENROLLMENT ARTICULATION AGREEMENT BETWEEN**

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### THE DISTRICT BOARD OF TRUSTEES OF NORTH FLORIDA COMMUNITY 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 Community 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 §1007.271, <u>Florida Statutes</u>, 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 <u>Rule</u> 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 representatives shall be the Dean of Academic Affairs, the Director of Curriculum and Instruction, the Dean of Enrollment and Student Services, and the Dual Enrollment Coordinator. The Suwannee County School Board representatives shall be the High School Principal, Curriculum Coordinator and Guidance Counselor or designee.

The Articulation Council will submit the articulation agreement to the College President and the Suwannee School District Superintendent for review and final approval prior to submission to the College Board of Trustees and to the Suwannee County School Board. Upon signature, the Agreement will be in effect until July 31, 2017. 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 Suwannee County District School Superintendent.

The College President will designate an individual responsible for administrative oversight of the dual enrollment program. The responsibilities include registration, drop/add, attendance verification, and monitoring the program in general.

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,

2017. It shall replace all previous dual enrollment articulation agreements between the parties.

# 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.

NFCC shall work with the district schools to provide a schedule of classes and will be available to communicate directly with parents and students about dual enrollment options. For information about NFCC's Dual Enrollment program call the Dual Enrollment Coordinator at 850-973-1628. The district's 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.

Dual enrollment courses may be taken at the College or at the high school site or at any site 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.

# 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 §1007.271, Florida Statutes

Section 1007.271(1) of Florida Statutes says that a "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."

- Students are permitted to enroll in these programs during school hours, after school
  hours, and during the summer term. 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, §1007.271(10), Florida Statutes

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 Enrollment and Student Services.

#### C. Career Dual Enrollment, §1007.271(7), Florida Statutes

- Career dual enrollment was established by the Legislature as a positive measure to expand the scope of the dual enrollment program. Students make 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 1008.44, FS which count as credits toward the high school diploma.
- 3. For 2016-17, PSAV programs available for eligible secondary students are Automation and Production Program (APT) and Early Childhood Professional Certificate (ECPC).

#### D. Career Early Admission, §1007.271(11), Florida Statutes

 Career early admission is a form of career dual enrollment through which eligible secondary students enroll full-time (361- 480 clock hours per term) in postsecondary programs leading to industry certifications, as listed in the 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 Enrollment and Student Services. For 2016-17, PSAV programs available for eligible secondary students are Automation and Production Program (APT) and Early Childhood Professional Certificate (ECPC).

#### E. Collegiate High School Program, §1007.273, Florida Statutes

The collegiate high school program is an option for public school students in grades 11 or 12 to participate in the program for at least 1 full school year, to earn CAPE industry certification pursuant to §1008.44, and to successfully complete 30 credit hours through the dual enrollment program under §1007.271 toward the first year of college for an associate degree while enrolled in the collegiate high school program. (Appendix A)

North Florida Community 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.

## 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 obtaining 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 NFCC Dual Enrollment Coordinator. Students will register for classes through their high school counselor; they may not register online or directly through NFCC staff.

#### **Enrollment Process for New Dual Enrollment Students**

- Step 1: Meet with your high school guidance counselor to determine dual enrollment options.
- Step 2: Meet required assessment testing.\*\*
- Step 3: Complete the NFCC dual enrollment application Student Contract and give to your high school guidance counselor by published deadline. Requires parent signature.
- Step 4: If you have acceptable test scores on record (SAT, ACT, PERT, TABE), meet with your high school guidance counselor to assist with signing up for the appropriate course.
- Step 5: Complete Dual Enrollment Student Contract. Student and parent signatures are required. Your guidance counselor will verify and document your unweighted GPA, grade, and test scores.
- Step 6: Complete the NFCC registration form. Guidance counselor signature required. Counselor will submit form to NFCC for registration during published registration period.
- Step 7: Confirm registration by logging into the NFCC Information Network.
- Step 8: Complete college courses with a grade C or better.

#### 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 NFCC 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 Enrollment and Student Services. The decision of the Dean is final.

#### Testing

For dual enrollment purposes, high school students may test in the NFCC Testing Center. Set up an appointment by emailing <u>testing@nfcc.edu</u>.

### \*\*2015 Placement Chart

COURSE		GOURSELITIE	PREREQUISITE	ORA	TESTISCORE
ENC	1101	Freshman English I	REA 0056 or 0054 <u>and</u> ENC 0056 or 0054		READING: PERT Reading 106-150 CPT Reading 83-120 ACT Reading 19
		·	Or ENC 0027	OR	SAT Verbal 440-499 FCAT Reading 262
			Or Older Courses: REA 0017 and ENC 0025		-AND- WRITING: PERT Writing 103-150 CPT Sentence Skills 83-120 ACT English 17
					SAT Verbal 440-499
WGE	1506 5507	Initerineciate Alsebra Viberal Aris Math I Viberal Aris Math V In no Gollege Statistics	MAII 0022 or 0056 or MAII 0054 frielen priorito Fell 2015 (201610) Or Older Gourses	OR.	PERT Math 114-122 GPT Algebra 72-87 AGT Math 19-20 SAT Math 1440-499
			MAT0028G		
MAC	1105	College Algebra	MAT 1033	OR	PERT Math 123-150 CPT Algebra 88-120 ACT Math 21-36 SAT Math 500-549
MAG	11144	Trigonometry 4.4		SEA SEA	RERTIMATH/150 WELL STOLETING

	2440 2020	Presidulus Applied Galaubsi	MACA105	Øit!	(GPT (Algebra) (1000-1220 ACT (Math 225-36 SAT (Math 550-1599)
MAC	2311	Calculus I	MAC 2140 & MAC 1114	OR	PERT Math 150 CPT Algebra 110-120 ACT Math 30-36 SAT Math 600-800

DUALENROILMENT	计记忆时间表现 化双氯化物 化邻甲烷酸 医神经性神经	<b>建筑设置的</b>	(B)AGT	<b>计算程序</b>	(EGAT Grade) 10
Along with above, H.S. students	Reading 106	Reading 83	Reading 19	Verbal	Reading 262
must meet minimum reading and	-AND-	-AND-	-AND-	440	1
writing scores to dual enroll.	Writing 103	Writing 83	English 17		

## 5. A list of an additional initial student eligibility requirements for participation in the dual enrollment program

An eligible secondary student is defined in §1007.271(2), Florida Statutes, as a student who is enrolled in a Florida public secondary school or a Florida non-public secondary school. A non-public secondary school must be in compliance with §1002.42(2), Florida Statutes, and must conduct a secondary curriculum pursuant to §1003.428 or §1003.4282, Florida Statutes, in order for its students to be eligible to participate in a dual enrollment program. 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 grade 11 limit coursework to three courses per semester.
- Achieve and maintain, with no exceptions, an unweighted 3.0 high school grade point to enroll in college credit courses.
- Achieve and maintain, with no exceptions, an unweighted 2.0 high school grade point to enroll in career dual enrollment courses/PSAV courses.

- Achieve a minimum score reading and writing preparation through submission of appropriate placement test scores pursuant to Rule 6A-14.064, Florida Administrative Code (F.A.C.). In addition, no student shall be enrolled in a college credit mathematics course on a dual enrollment basis unless the student has demonstrated adequate preparation through submission of appropriate placement test scores.
- Program admission requirements (Appendix B) for PSAV 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).
- Cannot be scheduled to graduate prior to the completion of the dual enrollment course.

Students may not earn more than twelve (12) college credit hours unless they have demonstrated proficiency in the basic competency areas of reading, writing, and mathematics by a postsecondary readiness assessment or are concurrently enrolled in a secondary course(s) in the basic competency area(s) for which they have been deemed deficient by the postsecondary readiness assessment.

Part-time dual enrolled students may take up to eleven semester hours or 330 vocational clock hours per term. Eligible secondary students who are considered Early Admission or Career Early Admission must take a minimum of twelve college credit hours or 360 vocational clock hours but no more than 15 college credit hours or 480 vocational clock hours per term. Suwannea County High School is responsible for ensuring completion of requirements for graduation from high school for students approved for early admission. The admission criteria and GPA requirement are the same as regular dual enrollment.

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.

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). Students enrolling in dual enrollment courses must identify a postsecondary education objective. The Dual Enrollment Coordinator will work closely with students and high school guidance professionals in the development of student academic and education plans.

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.

## 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 of Education Policy. The high school credit awarded may be found in the 2015-2016 Dual Enrollment Course - High School Subject Area Equivalency List which is available at the Office of Articulation website under Advising Resources. <a href="http://www.fldoe.org">http://www.fldoe.org</a>. (Appendix C)

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

Suwannee County High School and NFCC will work collaboratively to notify students and their parents of dual enrollment acceleration mechanisms. The NFCC dual enrollment admission application and the "Dual Enrollment Student Contract" contains language regarding college-level expectations. Both documents require the signatures of the student, the parent/guardian, high school counselor, and the College. The signatures indicates the understanding and agreement to the terms outlined in the application and student contract. All signatures are required prior to processing the application.

NFCC will also inform students and parents of college-level course expectations through the use of 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 on 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 basis

NFCC does not allow exceptions to the GPA requirement as specified in Section 1007.271, F.S.

9. The registration policies/procedures for dual enrollment courses as determined by the postsecondary institution

Student must complete their registration form with their high school guidance counselor. The form must be completed with all the required information about course reference numbers (CRNs). The completed registration forms will be given to the Dual Enrollment Coordinator who will register the students for 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. It is the responsibility of the high school to ensure that all student registrations and test scores are in the Office of the Registrar prior to the published registration period. 2016-17 Deadlines for High Schools are listed below.

### 2016-17 Deadlines for High Schools

Fall 2016

(Classes: August 24 - December 8)

Registration

July 11 - August 23

Application Deadline\*\*

August 15

Drop/Add

August 24 – August 31

Spring 2017 (Classes: Ja

(Classes: January 4 - April 26)

Registration

November 14 – January 3

Application Deadline\*\*

December 7

Drop/Add

January 4 - 11

Summer 2017 (Classes: May 8 – July 20)

Registration

April 17 - May 5

Application Deadline\*\*

April 19

Drop/Add

May 9 - 10

10. Exceptions, if any, to the professional rules, guidelines, and expectations stated in the faculty or adjunct faculty handbook for the postsecondary institution.

NFCC 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 NFCC 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 Community 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 NFCC website. All faculty are expected to adhere to the professional guidelines, rules, and expectations therein.
- The student handbook is accessible through the NFCC website. The student handbook details add/drop and withdrawal policies, student code of conduct, grading policies, 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 NFCC 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.
- All NFCC faculty, including those teaching classes meeting in the high schools, will be
  paid by the College unless alternate arrangements are agreed upon by the School Board
  and the College.
- 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 NFCC 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 participation 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 student registrations are in the Office of the Registrar 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.
- Using College adopted textbooks and instructional materials.
- Adhering to the College calendar. (Appendix D)

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 NFCC send "early alerts" to academic advisors three times a semester when students are underperforming in class. The Dual Enrollment Coordinator will send 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.

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.)

Students 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.

If a dual enrolled student withdraws from a college credit course and receives 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.

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.

Dual enrollment courses may be taken at the College or at the high school site or at any site where college courses are taught, subject to approval by the high school guidance counselor.

Students may lose the opportunity to participate in the dual enrollment program if they are disruptive to the learning process. Procedure is outlined in NFCC's Student Handbook.

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 4 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. PSAV 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 student records in the Office of the Registrar. The Office of the Registrar will send student grades to the high school guidance office within ten (10) days of the last class day of the College term.

The College and the 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 §1002.22, Florida Statutes. 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.

- 1. Florida Statute §1007.271(21)(n), 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 E.
- 2. The non-public secondary schools shall be held to the same statutory requirements regarding tuition payment to the College as the school districts.
- 3. 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 D. Payment is due upon receipt of the invoice.
- 4. School districts and non-public secondary schools will not be invoiced for students who drop college classes during the prescribed drop/add period.
- 5. 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.
- 6. 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 Community College following graduation from high school.

- 7. 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. NFCC will provide the high school contact person access to the required textbook list two (2) months prior to the start of any given term.
- 8. 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 E.
- 9. The parents of a non-public school high school student are responsible for the purchase of textbook(s), instructional materials, and other fees required for dual enrollment courses.

#### 15. Any institutional responsibilities for student transportation, if provided

The student, the parents of said student, or the school district shall provide transportation.

#### 16. Special Populations

- 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.
- 2. The high school shall provide the College a letter outlining the steps taken to promote dual enrollment opportunities for minorities.
- 3. High 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. NFCC cannot be held to the decisions of the IEP Committee. NFCC has a separate procedure for approving accommodations for students with disabilities. The School District will refer the student and his/her parents to the Office of Student Disability Services on the NFCC main campus and will provide copies of relevant documentation to NFCC. This contract serves as a release of information. IEP's may not be sufficient evidence. The School District 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.
- 4. Accommodation provisions will be individually determined by NFCC in conjunction with the student, parent, and high school guidance counselor or designee. NFCC agrees to arrange and provide accommodations for dual enrolled students receiving instructions at any facility other than the high school. The School District agrees to arrange and provide accommodations for dual enrolled students receiving instruction on the high school site.

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The high school guidance counselor will ensure that NFCC's determinations are followed at the high school campus. The School District is responsible to ensure that the student receives all accommodations determined by NFCC. If a high school student has a dedicated, paid staff member as an auxiliary aid/assistant, the School District agrees to send that staff member with the student to NFCC classes. NFCC 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.

#### Appendix A

#### COLLEGIATE HIGH SCHOOL PROGRAM AGREEMENT BETWEEN

#### THE DISTRICT BOARD OF TRUSTEES OF NORTH FLORIDA COMMUNITY COLLEGE

#### and

#### THE DISTRICT SCHOOL BOARD OF [NAME OF COUNTY]

This agreement is entered into by and between the District Board of Trustees of North Florida Community College, Madison, Florida, hereinafter referred to as the "College," and the District School Board of Swanner County, hereinafter referred to as the "School Board," WHEREAS, pursuant to §1007.273, Florida Statutes, each school district and Florida College System institution which serves it must execute a contract to establish one or more collegiate high school programs for qualified students through the efficient use of the College's programs and resources;

THEREFORE,

The College and the School Board do hereby agree as follows:

EFFECTIVE DATE AND EFFECT OF AGREEMENT

Upon signature, the effective date of this agreement shall be July 31, 2016 and will be in effect until July 31, 2017.

I. PARTIES TO THE AGREEMENT

North Florida Community College and the District School Board of SWANINEE County.

III. GRADE LEVELS INCLUDED IN THE COLLEGIATE HIGH SCHOOL PROGRAM

Eligible grade 12 students shall have access to the Collegiate High School postsecondary program, which will allow for the completion of 30 college credit hours during the fall and spring terms of an academic year at North Florida Community College.

IV. DESCRIPTION OF COLLEGIATE HIGH SCHOOL PROGRAM

The North Florida Community College Collegiate High School Program will allow eligible students to complete up to 30 credit hours from one of four academies within the program. Those academies are Information Technology, Digital Media, Business, and AA general.

For those students who choose to seek CAPE industry certifications, courses within the curriculum for each of the four options will provide the necessary preparation. The attached Appendix A provides detailed descriptions of the four academy tracks, including academy curriculum, high school equivalency for courses, CAPE (Career and Professional Education) industry certifications available with listings of preparation courses, course instructor(s), and method(s) of delivery. The eligible courses included in this agreement are designated by common course prefixes, numbers, and course titles.

The Collegiate High School curriculum for the Information Technology, Digital Media, and Business Academy also affords students the ability to earn one or more Technical Certificates. A Technical Certificate (College Credit Certificate) consists of fewer than sixty college credits, as defined in F.A.C. 6A-10.033(1)(a), which are part of an Associate of Science or Associate of Applied Science degree program and prepare students for entry into employment.

### V. PROCESS BY WHICH STUDENTS AND PARENTS ARE INFORMED

The County High School and NFCC will work collaboratively to notify students and their parents of the Collegiate High School dual enrollment program through handouts, mail outs, and the College website. The handouts, mail outs, and the NFCC dual enrollment webpage outline the expectations of the dual enrolled student in college-level classes. The high school shall inform all eligible secondary students and their parents of the Collegiate High School dual enrollment option, including eligibility criteria and the process by which students and parents exercise their option to participate. NFCC shall work with the high school to provide a schedule of classes and will be available to communicate directly with parents and students about this dual enrollment option. In addition, the dual enrollment admission application contains language regarding college-level expectations. The application requires the signatures of the student, the parent/guardian, and the high school counselor. The signatures indicate the understanding and agreement to the terms outlined in the application. All signatures are required prior to processing the application.

#### VI. INSTRUCTIONAL METHODS AND COURSE INSTRUCTORS

The instructional delivery methods and course instructors for the Collegiate High School curriculum are outlined in Appendix A for the four academy tracks.

All courses which comprise the Collegiate High School curriculum will be taught by paid contracted NFCC instructors regardless of delivery method. All instructors will meet the requirements of SACSCOC criteria for academic and professional preparation. The credentials for all full-time and adjunct instructors in all programs will be maintained in the office of the Chief Academic Officer.

Course delivery methods may be traditional (face to face), online, video conference delivery from NFCC campus to offsite location, or hybrid (30 – 80% online delivery). The academy programs of study outlined in Appendix A are for an academic year. Specific course offerings, instructors, and course delivery methods may not be established until that semester's class schedules are completed. Thus an addendum to this contract will be added for each semester to specify that term's course offerings, instructors, and course delivery methods.

#### VII. STUDENT ADVISING SERVICES

College personnel are responsible for appropriate student academic advisement and educational planning. College personnel will work closely with students and high school counselors in the development of student education plans. The high school guidance office is responsible for informing dual enrollment students of the courses which may be used to meet high school graduation requirements. College personnel are responsible for assisting students with Collegiate High School course selections consistent with their postsecondary educational goals and plans. High school counselors and college personnel will collaborate on content and submission of student performance contracts for those students who are participating in the Collegiate High School program. A performance contract will be provided for each student for each term he/she participates in the program. The contract will be signed by the student, parent, school district, and NFCC. The contract will include, at a minimum, the schedule of courses for the semester, industry certifications available to the student, attendance requirements, and course grade requirements.

To ensure transferability of credits, students' educational plans should be closely evaluated.

Students who intend to transfer should carefully evaluate each course to determine its applicability in meeting degree requirements for the intended program and transfer institution.

#### VIII. STUDENT PROGRESS MONITORING MECHANISM

The evaluation of students and the assigning of grades are the prerogative and responsibility of the instructor assigned to the class in which the student is enrolled. The method for determining the final course grade, including the activities to be graded and their respective weighting, shall be specified in the course syllabus and distributed to the student. Any instructor teaching dual enrollment students must notify the Dual Enrollment Coordinator at North Florida Community College when student academic performance and/or attendance is not satisfactory. The Dual Enrollment Coordinator will send the high school guidance office a copy of the unsatisfactory performance notice. Information regarding NFCC academic support services available to the student will be provided to the student. An instructor may refer a student to the NFCC Academic Success Center based on academic performance or where a need for supplemental academic support or tutoring is indicated.

IX. PROGRAM REVIEW PROTOCOLS AND STUDENT PERFORMANCE MECHANISM

North Florida Community College has a professional and active program of institutional effectiveness through which relevant data regarding student and instructor performance are collected and analyzed on a regular basis. All programs are monitored to ensure quality and consistency. Effectiveness initiatives are led by the Office of Institutional Effectiveness, Research, and Accreditation in accordance with the assessment plan designed to include all PSAV and college credit course offerings. The Chief Academic Officer will be responsible for ensuring that programs and the level of instruction demonstrate the level of academic rigor expected of all college courses.

Educational programs are required to submit Institutional Effectiveness (IE) Program Summary reports with annual updates to the Institutional Effectiveness Coordinator. These documents detail goals, objectives, outcome descriptions, assessment processes, and actual outcomes. Additionally, all courses and instructors are evaluated through observation and student surveys on a regular basis.

#### X. FUNDING ARRANGEMENTS

Florida Statute 1007.271(21)(n), Dual Enrollment Programs, requires school districts to pay the standard tuition rate per credit hour to the College for dual enrollment instruction. The per credit hour rate for credits taught or delivered from NFCC by either full time or adjunct instructors under a paid contract is outlined in Appendix B.

For Fall and Spring terms, an invoice will be sent to the school districts 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 B. Payment is due by the end of the term. School districts will not be invoiced for students who drop college classes during the prescribed add/drop period. School districts 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 Dual Enrollment. However, the application fee will be assessed when students enter a degree program at North Florida Community College following high school graduation.

Instructional materials assigned for use with dual enrollment courses will be provided at no cost by the School Board to include 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 may reuse materials whenever possible in future dual enrollment courses, as long as they are required for such courses. The College is not responsible for providing transportation for dual enrollment participants.

#### XI. STUDENT ELIGIBILITY

An eligible secondary student is defined in F.S. §1007.271(2), as a student who is enrolled in a Florida public secondary school or a Florida non-public secondary school. An unweighted 3.0 high school GPA must be achieved and maintained to enroll in college credit courses. Students must also maintain a 2.0 college grade point average to continue in dual enrollment.

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) and for verifying that the student is eligible for admission as a dual enrolled student. The guidance

counselor at the high school will sign the registration form to verify that the student is eligible to take the dual enrollment course(s). Students may not enroll in the Collegiate High School program unless they have demonstrated proficiency in the basic competency areas of reading, writing, and mathematics by a postsecondary readiness assessment.

Students enrolling in the Collegiate High School Program must identify choice of academy based on their postsecondary education objectives and goals. The College Dual Enrollment Coordinator will work closely with students and high school guidance professionals in the development of student academic and education plans.

The high school is responsible for verifying that the student is eligible to apply for admission as a dual enrolled student in the Collegiate High School program. The student is responsible for applying for admission and meeting admission requirements prior to the published deadlines. Students with incomplete applications for admission will not be allowed to register. Incomplete applications may cause delays that prevent registration into the desired course or academy. Incomplete applications may cause delays that prevent registration into the desired course or academy, students with incomplete applications for admission will not be allowed to register in the Collegiate High School program.

Students may enroll in one of the Collegiate High School program academies as part-time or as full-time (Early Admission). Part-time Collegiate High School participants may enroll in up to 11 credit hours but no less than 6 credit hours. If the number of credits for a student falls below 6 credit hours as a result of dropping or withdrawing from a course, he or she will be considered as part-time dual enrollment but will no longer be considered as a Collegiate High School program participant. Full-time Collegiate High School participants must enroll in a minimum of 12 college credit hours but may enroll in no more than 15 credits.

If a dual enrolled student receives a grade of "D" or "F" in any college credit course, the student must "sit out" the next term. This means the student cannot register the next available term as a dual enrolled student. If a dual enrolled student withdraws from a college credit course and receives the grade of "W," the high school guidance counselor makes the determination whether or not the student registers the next term.

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Any course with the grade of "D" or "F" cannot be repeated without a written request to the College Dual Enrollment Coordinator from the high school guidance counselor. The final decision rests with the College.

JERRY XARBOROUS Superintendent Klorth Florida Community College \_\_ County School District Date Date Mike Williams, Chairman SUNGNIE County School Board District Board of Trustees North Florida Community College 2-16-16 Date Date "Approved as to Form and Sufficiency BY Leonard J. Dietzen, III Rumberger, Kirk & Caldwell, P.A. Suwannee School Board Attorney"

We, the undersigned representatives of North Florida Community College and the District School Board of SVWANNEE County, agree to the terms of the program specific component of this Collegiate High

School Agreement.

### Appendix B

# Program Admission Requirements for Dual Enrollment Students Dual Enrollment Eligible PSAV and Limited Access Programs

### Automation and Production Technology (APT) Admission Requirements

- 1. Completion of the NFCC Dual Enrollment Application.
- 2. Dual Enrolled students must have approval from the high school and meet dual enrollment criteria.
- 3. Meet with the XCEL-IT Coordinator. Call (850) 973-9442 to schedule an appointment.
- 4. Complete the Test of Adult Basic Education (TABE) within the first six (6) weeks of admission into the program and achieve the required minimum scores of Reading 9.0, Language 9.0, and combined Mathematics 9.0 prior to program completion. A \$10 fee is required to be paid at the time of testing. The TABE can be exempted if the student has passing score on a college placement test. Students not meeting basic skills requirements may not be awarded a certificate of completion. See program advisor for more details.

### Early Childhood Professional Certificate (ECPC) Admission Requirements

- 1. Completion of the NFCC Dual Enrollment Application.
- 2. Dual Enrolled students must have approval from the high school and meet dual enrollment criteria.
- 3. Submission to an FDLE background check and fingerprinting.
- 4. Meet with the program director. Call (850) 973-9449 to schedule an appointment.
- 5. Be a senior in high school. \*\*
- Complete the Test of Adult Basic Education (TABE) within the first six (6) weeks of admission into the program. The TABE can be exempted if the student has passing score on a college placement test.

### Emergency Medical Technician (EMT-Basic) Admission Requirements

### A completed total application process includes:

- 1. Completion of the NFCC Dual Enrollment Application.
- 2. Dual Enrolled students must have approval from the high school and meet dual enrollment criteria.
- 3. Achieve a minimum score reading and writing preparation through submission of appropriate placement test scores.
- 4. Completion of the EMS application. In addition, the applicant must verify the following on the EMT-B application:
  - · Ability to lift and carry 125 lbs.
  - Good judgment under stress.

<sup>\*\*</sup> Students must have reliable form of transportation for travel to daycare sites.

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- Freedom from abuse of alcohol or any other drugs.
- Willingness to meet the personal appearance and grooming standards of the program and clinical agencies.
- 5. Submission to an FDLE background check and fingerprinting.
- 6. Must be at least 17 years of age and provide a copy of birth certificate and driver's license.
- 7. A copy of a valid CPR card.
- 8. Current physical examination, 10 panel drug screen, and record of immunizations.
- 9. Mandatory attendance at an orientation session.
- 10. Dates and times will be made available to all applicants.

### **Appendix C**

2016-2017 High School Subject Area Equivalency List for NFCC Courses

Current law allows any course in the State Course Numbering System, with the exception of remedial courses and Physical Education skills courses, to be offered as dual enrollment. However, due to the nature of admission criteria or program clinical agency requirements some programs limit access for DE students. Programs with limiting admission criteria that eliminate them as DE options have not been considered in the development of this document. The NFCC courses listed are not offered every semester and listings may change in future academic years. The NFCC courses listed are based on the 2015-2016 College Catalog. Course titles listed are those used by NFCC and published in the NFCC Catalog.

#### **ENGLISH**

NFCC Course	Course Title	High School credit awarded	
AML 2010	American Literature I	1.0	
AML 2020	American Literature II	1.0	
ENC 1101	Freshman Composition !	1.0	
ENC 1102	Freshman Composition II	1.0	
ENL 2012	British Literature I	1.0	
ENL 2022	British Literature II	1.0	
LIT 1000	Introduction to Literature	1.0	
LIT 2110	World Literature I	1.0	
LIT 2120	World Literature II	1.0	

#### **FOREIGN LANGUAGE\***

\*Effective for students initially entering the Florida College System in academic year 2016-17, a two semester sequence of foreign language (or demonstrated competency in a foreign language) will be required for Associate of Arts degree-seeking students. Legislated requirement may be satisfied by completion of 2.0 high school credits of the same foreign language taken consecutively.

NFCC Course	Course Title	High School credit awarded	
SPN 1000	Conversational Spanish	0.5	
SPN 1120	Elementary Spanish I	1.0	
SPN 1121	Elementary Spanish II	1.0	
SPN 2200	Intermediate Spanish I	0.5	
SPN 2201	Intermediate Spanish II	0.5	

#### **MATHEMATICS**

NFCC Course	Course Title	High School credit awarded
MAC 1105	College Algebra	1.0
MAC 1114	Trigonometry	1.0

MAC 2140	Precalculus	1.0
MAC 2233	Applied Calculus	1.0
MAC 2311	Calculus 1	1.0
MAC 2312	Calculus II	1.0
MAC 2313	Calculus III	1.0
MAP 2302	Differential Equations	1.0
MGF 1106	Liberal Arts Mathematics I	1.0
MGF 1107	Liberal Arts Mathematics II	1.0
STA 2023	Introductory College Statistics	1.0

### PERFORMING/FINE ARTS

Each NFCC course listed below is a 3 credit hour course and thus is guaranteed 0.5 high school credit.

NFCC Course	Course Title	High School credit awarded	
ARH 2000	Humanities Art	0.5	
ART 2201	Basic Design 1	0.5	
ART 2202	Basic Design II	0.5	
ART 1300	Basic Drawing I	0.5	
ART 1301	Basic Drawing II	0.5	
ART 2500	Painting Composition I	0.5	
ART 2501	Painting Composition II	0.5	
. ART 1759	Ceramics I	0.5	
ART 1751	Ceramics II	0.5	
PGY 2401	Introduction to Photography	0.5	
SPC 1608	Fundamentals of Speech	0.5	

### PHYSICAL EDUCATION

NFCC Course Course Title		High School credit awarded	
HSC 1100 Personal Health		0.5	

#### PRACTICAL ARTS/CAREER EDUCATION CREDIT

Postsecondary adult vocational (PSAV) clock hour courses taken through dual enrollment but **not** listed below shall be awarded 1.0 high school credit for each 150 hours, rounded down to the nearest 0.5 credit. NFCC courses that are part of an ATD, AS, or Technical Certificate are included in the Electives listing; high school credit award is designated as 0.5 elective credit for courses that are 3 credit hours or higher. Note that some postsecondary career education programs for which courses are listed either in this section or the Electives section of this document may have additional admission criteria.

NFCC Course	Course Title	High School credit awarded
ETI 0481	Production Worker	1.0 vocational
ETI 0482	Assembler	1.0 vocational

ETI 0484	Process Assistant	1.0 vocational	
ETI 0485	Automation and Production Technician	1.0 vocational	
FFP 0010	Firefighter i	3.0 vocational	
GRA 2207C	Advanced Electronic Imaging	0.5 practical arts	
HEV 0160	Child Care Center Director	0.0 vocational	
HEV 0870	Child Care Worker I	1.0 vocational	
HEV 0871	Child Care Worker 2	1.0 vocational	
HEV 0872	Teacher Aide (Preschool)	1.0 Practical Arts	
HEV 0873	Preschool Teacher	1.0 vocational	
OTA 0030	Assistant Digital Production Designer	1.0 vocational	
OTA 0040	Information Technology Assistant	1.0 practical arts	
OTA 0041	Front Desk Specialist	2.0 vocational	
OTA 0043	Administrative Assistant	3.0 vocational	
OTA 0631	Medical Office Technologist	2.0 vocational	
OTA 0651	Medical Administrative Specialist	2.0 vocational	

### **SCIENCE**

The content in the sequence of BSC 1010C and BSC 1011C is comparable to the standards for Biology 1 and therefore if both are completed may be used as preparation for the associated EOC.

NFCC Course	Course Title	High School credit awarded	
AST 1002	Introduction to Astronomy 0.5		
AST 1002/AST 1002L	Introduction to Astronomy +	1.0	
	Introduction to Astronomy Lab		
BOT 2010C	General Botany	1.0	
BSC 1005C	Introduction to Biology (non-	1.0	
	majors course)		
BSC 1010C	Principles of Biology I	1.0	
BSC 1011	Principles of Biology II	1.0	
BSC 1050	Man & Environment	0.5	
BSC 2084C	Essentials of Anatomy & 1.0		
	Physiology		
BSC 2085C	Anatomy & Physiology I	1.0	
BSC 2086C	Anatomy & Physiology II	1.0	
CHM 1033C	Survey of Chemistry	1.0	
CHM 1045	General Chemistry I	0.5	
CHM 1045/CHM 1045L	General Chemistry I + General 1.0		
	Chemistry I Lab		
CHM 1046/CHM 1046L	General Chemistry II + General	1.0	
	Chemistry II Lab	****	

CHM 2210	Organic Chemistry I	0.5	
CHM 2210/CHM2210L	Organic Chemistry 1 + Organic	1.0	
	Chemistry I Lab		
CHM 2211	Organic Chemistry II		
CHM 2211/CHM2211L	Organic Chemistry II + Organic	1.0	
	Chemistry I Lab		
EVR 1001	Introduction to Environmental	0.5	
	Science		
MCB 2010C	Microbiology	1.0	
PHY 1020C	Fundamentals of Physics	1.0	
PHY 2048/PHY2048L	Physics I with Calculus + Physics	1.0	
	I with Calculus Lab		
PHY 2049/PHY2049L	Physics II with Calculus + Physics	1.0	
	II with Calculus Lab		
PHY 1053/PHY 1053L	General Physics I + General	1.0	
	Physics I Lab		
PHY 1054/PHY 1054L	General Physics II + General	1.0	
	Physics II Lab		
PSC 1341C	Physical Science I	1.0	
ZOO 2010C	General Zoology	1.0	

### **SOCIAL STUDIES**

The content of the sequence of AMH 2010 and AMH 2020 is comparable to the standard for United States History and therefore if both are completed may be used as preparation for the EOC assessment.

NFCC Course	Course Title	High School credit awarded	
AMH 2010	American History I	0.5	
AMH 2020	American History II	0.5	
POS 2041	American National Government	0,5	
WOH 1012	World History to 1600	0.5	
WOH 1022	World History Since 1600	0.5	
ECO 2013	Macroeconomics	0.5	
ECO 2023	Microeconomics	0.5	

### **ELECTIVES**

Three credit hour (or equivalent) postsecondary courses taken through dual enrollment offered at NFCC **not** listed in previous subject area lists shall be awarded at least 0.5 high school elective credits. For those listed below that are part of a postsecondary career/technical program of study at NFCC (Technical Certificate (CCC), AS, or ATD) the designated HS credit is at least 0.5 elective credit for those

courses that are 3 or more credit hours. Only NFCC programs have been listed for courses that are either AA General Education options or where that course is a program requirement. Courses that are fewer than 3 credit hours are not listed.

NFCC course	NFCC program (s)	Course Title	High School credit awarded
AMH 1070	AA General Education/Social Science	History of Florida	0.5
AMH 2091	AA General Education/Social Science	African-American History & Culture	0.5
ACG 2021	AA Business Emphasis, AS Business Administration, AS Accounting TechnologyManagement, CCC Business Operations, CCC Business Development and Entrepreneurship, CCC Accounting Technology Management, CCC Accounting Technology Operations, CCC Accounting Technology Specialist	Introduction to Financial Accounting	0.5
ACG 2071	AA Business Emphasis; AS Business Administration, AS Accounting Technology Management, CCC Business Operations: Accounting/Budgeting Operations; CCC Accounting Technology Operations, CCC Accounting Technology Management	Introduction to Managerial Accounting	0.5
ACG 2104	AS Accounting Technology Management	Intermediate Accounting I	0.5
ACG 2114	AS Accounting Technology  Management	Intermediate Accounting II	0.5
ACG 2450	AS Business Administration, AS Accounting Technology Management, CCC Human Resources Administrator; CCC Accounting Technology Management, CCC Accounting Technology Operations, CCC Accounting Technology Specialist	Microcomputers in Accounting	0.5

APA 2501	AS Accounting Technology Management; CCC Accounting Technology Management	Payroll accounting	0.5
TAX 2000	AS Accounting Technology Management; CCC Accounting Technology Management	Individual Income Tax	0.5
BUL 2241	AS Business Administration, AS Accounting Technology Management, CCC Human Resources Administrator, CCC Business Operations; CCC Human Resource Administrator	Legal Environment of Business	0.5
CCJ 1020	AA General Education/Social Sciences; AS Criminal Justice Technology	Introduction to Criminal Justice	0.5
CCJ 2010	CCC Criminal Justice Technology Specialist	Nature of Crime	0.5
CCJ 2022	AS Criminal Justice Technology; CCJ Criminal Justice Technology Specialist	Concepts & Issues in Criminal Justice	0.5
CCJ 2350		- Correctional Facility Organization/Operations	0.5
CCJ 2053	AS Criminal Justice Technology	Criminal Justice Ethics	0.5
CET 1171C	CCC Network Security	IT Essentials	0.5
CET 1600C	CCC Network Security	Cisco Introduction to Networks	0.5
CET 1610C	CCC Network Security	Cisco Routing and Switching Essentials	0.5
CET 2615C	CCC Network Security	Cisco Scaling Networks	0.5
CET 2620C	CCC Network Security	Cisco Connecting Networks	0.5
CGS 1100C	AA Business Emphasis; AS Business Administration, AS Accounting Technology Management, CCC Business Operations, CCC Human Resources Administrator, AS Digital Media/Multimedia and related CCC's, CCC Business Development and Entrepreneurship, CCC Accounting Technology Management, CCC Accounting Technology Operations_CCC Criminal Justice Technology Specialist	Computer Applications I	0.5
CGS 1520	AS Digital Media/Multimedia Technology	Multimedia Programming	0.5

I	1	0.5
	· · · · · · · · · · · · · · · · · · ·	
	1	0.5
	Business	
AS Business Administration		0.5
		0.5
CCC Network Security	l	0.5
CCC Network Security		0.5
		0.5
	, I	0.5
	Operations	
AS Criminal Justice Technology	Criminal Law	0.5
AS Criminal Justice Technology	Constitutional Law	0.5
AS Criminal Justice Technology	America's Courts and the	0.5
	Criminal Justice System	
; CCC Criminal Justice	Criminal Investigations	0.5
Technology Specialist		
CCC Network Security	· Security+	. 0.5
CCC Network Security	Linux/Unix Fundamentals	0.5
CCC Network Security	CCNA Security	0.5
:	Abnormal Psychology	0.5
AA General Education/Social		0.5
Science	•	
AA General Education Business	Macroeconomics	0.5
Emphasis, CCC Business		
•		
Entrepreneurship		
AA General Education Business	Microeconomics	0.5
Emphasis; AS Accounting		
•		
		-
	Introduction to the Teaching	0.5
	Profession	
AA Education Emphasis	Introduction to Diversity for	0.5
•	-	
		0.5
AA Education Emphasis, CCC	Introduction to Technology for	0.5
	Educators	
<del>_,</del>		
	Emergency Medical Technician	1.0
Technician	I	
	AS Criminal Justice Technology  AS Criminal Justice Technology  ; CCC Criminal Justice Technology Specialist CCC Network Security CCC Network Security CCC Network Security  AA General Education/Social Science  AA General Education Business Emphasis, CCC Business Development and Entrepreneurship  AA General Education Business Emphasis; AS Accounting Technology Management; AS Business Administration; CCC Business Development and Entrepreneurship AA Education Emphasis  AA Education Emphasis	Entrepreneurship AS Accounting Technology Management; CCC Accounting Technology Management AS Business Administration CCC Network Security CCC Criminal Justice Technology AS Criminal Justice Technology AS Criminal Justice Technology Constitutional Law AS Criminal Justice Technology AS Criminal Justice Technology Criminal Justice System Criminal Justice System Criminal Investigations Technology Specialist CCC Network Security CCN Network Security CCN Security Abnormal Psychology Human Development  AG General Education Business Emphasis, CCC Business Development and Entrepreneurship AA General Education Business Emphasis, AS Accounting Technology Management; AS Business Administration; CCC Business Development and Entrepreneurship  AA Education Emphasis Introduction to the Teaching Profession Introduction to Diversity for Educators Educators Educators Educators Educators Introduction to Technology Specialization ATD Emergency Medical Emergency Medical Emergency Medical

EMS 1119L	ATD Emergency Medical Technician	Emergency Medical Technician i Lab	0.5
ENT 1000	AS Business Administration, CCC Business Development and Entrepreneurship; AS Digital Media/Multimedia Technology	Introduction to Entrepreneurship	0.5
FIN 1100		Personal Finance	0.5
FIN 2000	AS Accounting Technology Management, AS Business Administration	Principles of Finance	0.5
GEB 1011	AS Business Administration, AS Accounting Technology Management, CCC Human Resources Administrator, CCC Business Operations, AS Digital Media/Multimedia Technology; CCC Accounting Technology Management; CCC Accounting Technology Operations; CCC Accounting Technology Specialist;	Introduction to Business	0.5
GEB 1136	AS Business Administration, CCC Business Development and Entrepreneurship	Introduction to e-Business	0.5
GEB 2430		Business Ethics	
GEB 2930	AS Business Administration, AS Accounting Technology Management; CCC Business Development and Entrepreneurship	Business Administration Capstone	0.5
GRA1213		Basic Electronic Imaging	0.5
GRA 1952	AS Digital Media/Multimedia Technology	Portfolio Review	0.5
GRA 2117C	AS Digital Media/Multimedia, CCC's Authoring, Production, and Web Specializations	Computer Assisted Graphic Design	0.5
GRA 2121C	AS Digital Media/Multimedia	Publication Design	0.5
GRA 2131C	AS Digital Media/Multimedia and related CCC's	Electronic Imaging	0.5
GRA 2140C	AS Digital Media/Multimedia	Interactive Media	0.5
GRA 2143C	AS Digital Media/Multimedia, CCC Web Production Specialization	Advanced Web Design	0.5
GRA 2144C	AS Digital Media/Multimedia and related CCC's	Fundamentals of Web Design	0.5

GRA 2160C	AS Digital Media/Multimedia, CCC's Production and Web Production Specializations	Computer Animation	0.5
GRA 2207C	AS Digital Media/Multimedia	Advanced Electronic Imaging	
HSC 1531		Medical Terminology for Allied Health	0.5
HUM 1020	AA General Education	Introduction to Humanities	0.5
HUM 2210	AA General Education Humanities	General Humanities I	0.5
HUM 2230	AA General Education Humanities	General Humanities II	0.5
HUN 2201		Fundamentals of Human Nutrition	0.5
LIT 2020	AA General Education Humanities/Literature	Short Story	0.5
MAN 2021	AS Business Administration, AS Accounting Technology Management, CCC Human Resources Administrator, CCC Business Operations Management Specialization	Principles of Management	0.5
MAR 2011	AS Business Administration, CCC Business Development and Entrepreneurship	Principles of Marketing	0.5
MAT 1033		Intermediate Algebra	0.5
MNA 2100	AS Business Administration, CCC Human Resources Administrator; CCC Business Development and Entrepreneurship	Human <del>Resources</del> Relations in Management	0.5
OST 2335	AS Business Administration, AS Accounting Technology Management, CCC Business Operations, CCC Human Resources Administrator, AS Digital Media/Multimedia Technology, CCC Business Development and Entrepreneurship, CCC Accounting Technology Management, CCC Accounting Technology Operations, CCC Accounting Technology Specialist; CCC Criminal Justice Technology Specialist	Business Communication	0.5
PGY 2401	AS Digital Media/Multimedia Technology	Introduction to Photography	0.5

### SCSB 2017-62 (REVISED/RENEWAL)

PHI 2010	AA General Education	Introduction to Philosophy	0.5
	Humanities	, , , , , , , , , , , , , , , , , , , ,	
PSY 2012	AA General Education /Social	General Psychology	0.5
	Sciences/Education/Business		
	emphasis AA Nursing Emphasis,		
	AS Criminal Justice Technology,		
	AS Digital Media/Multimedia		
REL 2300	AA General Education	Introduction to World Religion	0.5
	Humanities		
SBM 2000	AS Business Administration, CCC	Small Business Management	0.5
	Business Operations Small		
	Business Management; CCC		
	Business Development and		
	Entrepreneurship		
SYG 1000	AA General Education /Social	Introductory Sociology	0.5
	Sciences; AS Criminal Justice		
	Technology		
SYG 2010	AA General Education /Social	Social Problems	0.5
	Sciences,		
SYG 2322	AS Criminal Justice Technology;	Juvenile Delinquency	0.5
	CCC Criminal Justice Technology		
	Specialist		
SYG 2323	AS Criminal Justice Technology	Introduction to Criminology	0.5
SYG 2430		Marriage and the Family	0.5
WOH 2040	AA General Education	World History in the 20 <sup>th</sup>	0.5
	History/Social Sciences	Century	
SLS 1103		Strategies for Academic Success	0.5

### Appendix D

### 2016 - 2017 Academic Calendar

### TRADITIONAL TERM

2016	Term I	Comments
August 22 & 23	Faculty Planning Days	
August 24	Classes Begin	
Sept. 5	LABOR DAY Holiday	
Nov. 11	VETERANS DAY Holiday	
Nov. 24 & 25	THANKSGIVING Holidays	
Dec. 2	Classes End	
Dec. 5 – 8	Final Exams	
Dec. 12	Grades Due	
Dec. 9, 12, 13	Faculty Planning Days	
Dec. 13	Term Ends. Commencement, 7 pm	
2017	Term II	Comments
Jan. 2 & 3	Faculty Planning Days	
Jan. 4	Classes Begin	
Jan. 16	MARTIN LUTHER KING Holiday	· ·
Feb. 20	PRESIDENTS DAY Holiday	
March 13 – 17	SPRING BREAK	
Apr. 20	Classes End	
Apr. 21 – 26	Final Exams	
Apr 28	Grades Due	
Apr. 27, 28, May 1, 2	Faculty Planning Days	
May 2	Term Ends. Commencement, 7 pm	
2017	Term III	Comments
May 8	Classes Begin	
May 29	MEMORIAL DAY Holiday	
July 4	INDEPENDENCE DAY Holiday	
July 18	Classes End	•
July 19 & 20	Final Exams	
July 25	Grades Due. Term Ends	

### NON-TRADITIONAL TERMS (e.g. Weekend College, Mini-mesters)

NONE

### **APPENDIX E**

### 2016 -2017 Academic Year

### **North Florida Community College**

### **Dual Enrolled Cost per Credit Hour**

Taught on NFCC Campus by NFCC Instructor	\$71.98/credit	
hour/vocational credit hour		
Video Conference Delivery from NFCC 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	
Consumable Materials for EMT		
Background check and fingerprinting	\$60.00	
Materials	\$215.41	
Total	\$275.41	
Consumable Materials for ECPC		
Background check and fingerprinting	\$60.00	
Course pack	\$24.00	
Total	\$84.00	
Cancumable Materials for APT	\$630 OO	

### SCSB 2017-62 (REVISED/RENEWAL)

We, the undersigned representatives of North Florida Community College and the District School Board of Suwannee County, agree to the terms of the program specific component of this Dual Enrollment Articulation Agreement.

Ala Cal	
John Grosskopf, Fresident	Jerry A. Scarborough, Superintendent
North Florida Community College	Suwannee County School District
5.17.16	
Date	Date
Dut Apille	
Mike Williams, Chairman	Ed daSilva, Chair
District Board of Trustees	Suwannee County School Board
North Florida Community College	
5-17-16	
Date	Date
	"Approved as to Form and Sufficiency

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A. Suwannee School Board Attorney"



415 SW Pinewood Drive | Live Oak, Florida 32064 | P 386-647-4200 | F 386-364-4698

### **MEMORANDUM**

:GT

Jerry A. Scarborough, Superintendent of Schools James

FROM:

Walter Boatright, Jr., Principal, RIVEROAK Technical College

THRU:

Vickie DePratter, Chief Financial Officer

Janene Fitzpatrick, Assistant Superintendent of Instruction

Ted Roush, Assistant Superintendent of Administration

DATE:

June 2, 2016

RE:

Agenda Item for June 28, 2016, Regular Board Meeting

### **RECOMMENDATION:**

The Superintendent recommends approval of RIVEROAK Technical College fees for 2016 - 2017 as follows:

### **TUITION FEES:**

Residential – Adult Job Preparatory

\$2.44 per clock hour

Non-Residential - Adult Job Preparatory

\$9.78 per clock hour

Resident - Continuing Workforce Education

100%

Adult Education

\$30.00 per term or \$45.00 per half year

### **FINANCIAL AID FEES:**

10% of the student Tuition Fees

### **CAPITALIZATION IMPROVEMENT FEES:**

5% of the student Tuition Fees



Jerry A. Scarborough June 2, 2016 Page Two

TECHNOLOGY FEES: 5% of the student Tuition Fees

### **BACKGROUND:**

Fees for the 2016 - 2017 school year as established by the legislature.



415 SW Pinewood Drive | Live Oak, Florida 32064 | P 386-647-4200 | F 386-364-4698

### **MEMORANDUM**

TO:

Jerry A. Scarborough, Superintendent of Schools JAHUM

FROM:

Walter Boatright, Jr., Principal, RIVEROAK Technical College

THRU:

Vickie DePratter, Chief Financial Officer VN

Ted Roush, Assistant Superintendent of Administration

DATE:

June 3, 2016

RE:

Agenda Item for June 28, 2016, Regular Board Meeting

### **RECOMMENDATION:**

- 1. The Superintendent recommends approval of the Adult Education and Family Literacy Adult Basic Education Grant 2016 2017 in the amount of \$108,816.00.
- 2. The Superintendent recommends approval of the Carl Perkins Postsecondary Grant 2016 2017 in the amount of \$54,696.00.
- 3. The Superintendent recommends approval of the Carl Perkins Secondary Grant 2016 2017 in the amount of \$80,488.00.
- 4. The Superintendent recommends approval of the Carl Perkins Rural and Sparsely Populated Grant 2016 2017 in the amount of \$47,758.00.
- 5. The Superintendent recommends approval of the English Literacy/Civics Grant 2016 2017 in the amount of \$28,639.00.

#### **BACKGROUND:**

1-5. Federal grants to support the funding of adult and career programs.



### SUWANNEE COUNTY SCHOOL DISTRICT



702 - 2nd Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

> JERRY A. SCARBOROUGH **Superintendent of Schools**

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

**ED DA SILVA** DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

### **MEMORANDUM**

TO:

Jerry A. Scarborough, Superintendent of Schools JASJUMA

**FROM:** 

Vickie DePratter, Chief Financial Officer

DATE:

June 1, 2016

RE:

Agenda Item for June 28, 2016, Regular Board Meeting

### **RECOMMENDATION:**

The Superintendent recommends approval to continue expenditures until approval of the final budget for the 2016-2017 fiscal year.

### **BACKGROUND:**

This is an annual approval requested by the Superintendent from the School Board in order to continue paying bills until the final budget is adopted and approved in September.

### SUWANNEE COUNTY SCHOOL DISTRICT



702 - 2nd Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

### JERRY A. SCARBOROUGH Superintendent of Schools

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JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

> > ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

### MEMORANDUM

TO:

Jerry Scarborough, Superintendent of Schools

FROM:

Vickie DePratter, Chief Financial Officer Und

DATE:

June 6, 2016

RE:

Agenda Item for June 28, 2016, Regular Board Meeting

### **RECOMMENDATION:**

The Superintendent recommends approval of the following resolution for the 2015-2016 school year:

#2016-08R

Cafeteria Plan, Amended May 1, 2016

### **BACKGROUND:**

The Suwannee County School Board previously adopted a cafeteria plan in 1989. This amendment is necessary in order to be compliant with implementation of the Affordable Health Care Act and with current Internal Revenue Service regulations.

### ADOPTING RESOLUTION

The undersigned authorized representative of Suwannee of that the following resolutions were duly adopted by the Employer on been modified or rescinded as of the date hereof:	and that such resolutions have not
RESOLVED, that the form of amended Cafeteria Plan inclined	uding a Health Flexible Spending Account and Dependent Care eting is hereby approved and adopted and that an authorized execute and deliver to the Administrator of the Plan one or more
The undersigned further certifies that attached hereto as E County Board of Public Instruction Cafeteria Plan as amended and radopted in the foregoing resolutions.	xhibits A and B, respectively, are true copies of Suwannee restated, and the Summary Plan Description approved and
	Date:
	Signed:
	Ed daSilva, Chairman
	24 Sacrita, Chairman
	Signed:
	Jerry A. Scarborough, Superintendent of Schools

#### CAFETERIA PLAN

#### PLAN SPONSOR CERTIFICATION

The Suwannee County Board of Public Instruction ("Employer") sponsors a Health Flexible Spending Account (the "Plan") as part of the Suwannee County Board of Public Instruction Cafeteria Plan. Certain members of Employer's workforce perform service in connection with administration of the Plan. Employer acknowledges and agrees that the Standards for Privacy of Individually Identified Health Information (45 CFR Part 164, the "Privacy Standards"), prohibit the Plan or its business associates from disclosing Protected Health Information (as defined in Section 164.501 of the Privacy Standards) to members of the Employer's workforce unless the Employer agrees to the conditions and restrictions set out below. To induce the Plan to disclose Protected Health Information to members of Employer's workforce as necessary for them to perform administrative functions for the Plan, the Employer hereby accepts these conditions and restrictions and certifies that the Plan documents have been amended to reflect these conditions and restrictions. The Employer agrees to:

- (a) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
- (b) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
- (c) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
- (d) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by the Plan or required by law;
- (e) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy
   Standards;
- (f) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- (g) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- (h) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- (i) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such Information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (j) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and Section COMPLIANCE WITH HIPAA PRIVACY STANDARDS of the Suwannee County Board of Public Instruction Cafeteria Plan.

Adopted this	day of	
	Plan Sponsor	Jerry A. Scarborough Superintendent of Schools
		hairperson, Suwannee County School Board

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SUWANNEE COUNTY BOARD OF PUBLIC INSTRUCTION CAFETERIA PLAN

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### SUWANNEE COUNTY BOARD OF PUBLIC INSTRUCTION CAFETERIA PLAN

#### INTRODUCTION

The Employer has amended this Plan effective 5/1/2016, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on 06/30/1989. The Plan shall be known as Suwannee County Board of Public Instruction Cafeteria Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

#### ARTICLE I DEFINITIONS

- 1.1 "Administrator" means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.
- "Affiliated Employer" means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer, any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).
- 1.3 "Benefit" or "Benefit Options" means any of the optional benefit choices available to a Participant as outlined in Section 4.1.
- 1.4 "Cafeteria Plan Benefit Dollars" means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.
  - 1.5 "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time.
  - 1.6 "Compensation" means the amounts received by the Participant from the Employer during a Plan Year.
- 1.7 "Dependent" means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

"Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

- 1.8 "Effective Date" means 06/30/1989.
- 1.9 "Election Period" means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.
  - 1.10 "Eligible Employee" means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

- 1.11 "Employee" means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).
- 1.12 "Employer" means Suwannee County Board of Public Instruction and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.
- 1.13 "Employer Contribution" means the contributions made by the Employer pursuant to Section 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.
- 1.14 "Grace Period" means, with respect to any Plan Year, the time period ending on the fifteenth day of the third calendar month after the end of such Plan Year, during which Medical Expenses and Employment-Related Dependent Care Expenses incurred by a Participant will be deemed to have been incurred during such Plan Year.
  - 1.15 "Insurance Contract" means any contract issued by an insurer underwriting a Benefit.
- 1.16 "Insurance Premium Payment Plan" means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.
  - 1.17 "Insurer" means any insurance company that underwrites a Benefit under this Plan.
- 1.18 "Key Employee" means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.
- 1.19 "Participant" means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.
  - 1.20 "Plan" means this instrument, including all amendments thereto.
- 1.21 "Plan Year" means the 12-month period beginning 05/01 and ending 04/30. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.
  - 1.22 "Premium Expenses" or "Premiums" mean the Participant's cost for the Benefits described in Section 4.1.
- 1.23 "Premium Expense Reimbursement Account" means the account established for a Participant pursuant to this Plan to which part of his Careteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.
- 1.24 "Salary Redirection" means the contributions made by the Employer on behalf of Participants pursuant to Section 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.
- "Salary Redirection Agreement" means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.
- 1.26 "Spouse" means "spouse" as defined in an Insurance Contract for purposes of coverage under that Contract only or the "spouse," as defined under Federal law, of a Participant, unless legally separated by court decree.

### ARTICLE II PARTICIPATION

### 2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

### 2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the entry date under the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference.

#### 2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

#### 2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) Termination of employment. The Participant's termination of employment, subject to the provisions of Section 2.5;
  - (b) Death. The Participant's death, subject to the provisions of Section 2.6; or
  - (c) Termination of the plan. The termination of this Plan, subject to the provisions of Section 10.2.

#### 2.5 TERMINATION OF EMPLOYMENT

if a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) Insurance Benefit. With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
  - (b) Dependent Care FSA. With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred through the remainder of the Plan Year in which such termination occurs and submitted within 90 days after the end of the Plan Year, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
  - (c) COBRA applicability. With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.14 of the Plan.

#### 2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

### ARTICLE III CONTRIBUTIONS TO THE PLAN

### 3.1 EMPLOYER CONTRIBUTION

The Employer shall make available to each Participant an Employer Contribution in an amount to be determined by the Employer prior to the beginning of each Plan Year. Each Participant's Employer Contribution shall be converted to Cafeteria Plan Benefit Dollars and be available to purchase Benefits hereunder. The Employer's Contribution shall be made on a pro rata basis for each pay period of the Participant. If a Participant fails to make any election of Benefit Option, there shall be no Employer Contribution (i.e., the Employer Contribution shall not be available in cash).

### 3.2 SALARY REDIRECTION

If a Participant's Employer Contribution is not sufficient to cover the cost of Benefits or Premium Expenses he elects pursuant to Section 4.1, his Compensation will be reduced in an amount equal to the difference between the cost of Benefits he elected and the amount of Employer Contribution available to him. Such reduction shall be his Salary Redirection, which the Employer will use on his behalf, together with his Employer Contribution, to pay for the Benefits he elected. The amount of such Salary

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Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

#### 3.3 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

#### 3.4 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

#### ARTICLE IV BENEFITS

#### 4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account
- (3) Health Savings Account Benefit

In addition, except for the Health Savings Account Benefit, each Participant shall have a sufficient portion of his Employer Contributions and Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- (4) Health Insurance Benefit
- (5) Dental Insurance Benefit
- (6) Vision Insurance Benefit
- (7) Prescription Drug Coverage Benefit
- (8) Other Insurance Benefit

#### 4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

#### 4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

#### 4.4 HEALTH INSURANCE BENEFIT

(a) Coverage for Participant and Dependents. Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

- (b) Employer selects contracts. The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.
- (c) Contract incorporated by reference. The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

#### 4.5 DENTAL INSURANCE BENEFIT

- (a) Coverage for Participant and/or Dependents. Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such insurance Contract.
- (b) Employer selects contracts. The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.
- (c) Contract incorporated by reference. The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

#### 4.6 VISION INSURANCE BENEFIT

- (a) Coverage for Participant and/or Dependents. Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.
- (b) Employer selects contracts. The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.
- (c) Contract incorporated by reference. The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

#### 4.7 PRESCRIPTION DRUG COVERAGE BENEFIT

- (a) Coverage for Participant and/or Dependents. Each Participant may elect to be covered under the Employer's Prescription Drug Coverage Contract.
- (b) Employer selects contracts. The Employer may select suitable prescription drug coverage for use in providing this benefit, including, but not limited to, if applicable, by-mail services and prescription drug cards, which will provide uniform benefits for all Participants electing this Benefit.
- (c) Contract incorporated by reference. The rights and conditions with respect to the benefits payable from such prescription drug coverage contract shall be determined therefrom, and such Contract shall be incorporated herein by reference.

#### 4.8 OTHER INSURANCE BENEFIT

- (a) Employer selects contracts. The Employer may select additional health or other policies allowed under Code Section 125 or allow the purchase of additional health or other policies by and for Participants, which policies will provide uniform benefits for all Participants electing this Benefit.
- (b) Contract incorporated by reference. The rights and conditions with respect to the benefits payable from any additional Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

#### 4.9 HEALTH SAVINGS ACCOUNT BENEFIT

Each Participant may elect to have a portion of his Salary Redirections contributed to a Health Savings Account, as defined in Code Section 223. The amounts contributed shall be subject to the terms of the Health Savings Account as established.

#### 4.10 NONDISCRIMINATION REQUIREMENTS

- (a) Intent to be nondiscriminatory. It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.
- (b) 25% concentration test. It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) Adjustment to avoid test failure. If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among Insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

# ARTICLE V PARTICIPANT ELECTIONS

#### 5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

#### 5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which spending account Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

#### 5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who falls to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

#### 5.4 CHANGE IN STATUS

(a) Change in status defined. Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident, health, dental or vision insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law,

then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection:
- (4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

- (b) Special enrollment rights. Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.
- (c) Qualified Medical Support Order. Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):
  - (1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
  - (2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.
- (d) Medicare or Medicaid. Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.
- (e) Cost increase or decrease. If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

- (f) Loss of coverage. If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.
- (g) Addition of a new benefit. If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.
- (h) Loss of coverage under certain other plans. A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.
- (i) Change of coverage due to change under certain other plans. A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.
- (j) Change in dependent care provider. A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).
- (k) Health FSA cannot change due to insurance change. A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.
- (i) Health Savings Account changes. With regard to the Health Savings Account Benefit specified in Section 4.9, a Participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.
- (m) Changes due to enrollment in an Exchange Plan. A Participant may prospectively revoke coverage under the group health plan (that is not a health Flexible Spending Account) which provides minimum essential coverage (as defined in Code § 5000A(f)(1)) provided the following conditions are met:

Conditions for revocation due to enrollment in a Qualified Health Plan:

- (1) The Participant is eligible for a Special Enrollment Period to enroll in a Qualified Health Plan through a Marketplace (federal or state exchange) pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
- (2) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the revocation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

The Administrator may rely on the reasonable representation of a Participant who has an enrollment opportunity for a Qualified Health Plan through a Marketplace that the Participant and related individuals have enrolled or intend to enroll in a Qualified Health Plan for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

#### ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

#### 6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

#### 6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

- (a) "Health Flexible Spending Account" means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.
- (b) "Highly Compensated Participant" means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:
  - (1) one of the 5 highest paid officers;
  - (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
  - (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).
- (c) "Medical Expenses" means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

#### 6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

#### 6.4 LIMITATION ON ALLOCATIONS

- (a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$1500.00.
- (b) Participation in Other Plans. All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each Employer's Health Flexible Spending Account.
- (c) Grace Period. Payment of expenses from a previous year in the first months of the next Plan Year, the limit above applies to the Plan Year including the Grace Period. Amounts carried into the next Plan Year as part of the Grace Period shall not affect the limit for that next Plan Year.

#### 6.5 NONDISCRIMINATION REQUIREMENTS

- (a) Intent to be nondiscriminatory. It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.
- (b) Adjustment to avoid test failure. If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible

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Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

#### 6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

#### 6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

- (a) Expenses must be incurred during Plan Year. All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year including the Grace Period shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.
- (b) Reimbursement available throughout Plan Year. The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.
- (c) Payments. Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.
- (d) Grace Period. Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.
- (e) Claims for reimbursement. Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator.

#### 6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

- (a) Card only for medical expenses. Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.
- (b) Card Issuance. Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.
- (c) Maximum dollar amount available. The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.
- (d) Only available for use with certain service providers. The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

- (e) Card use. The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:
  - (1) Co-payments for doctor and other medical care;
  - (2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, overthe-counter medications as allowed under IRS regulations;
  - (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.
- (f) Substantiation. Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.
- (g) Correction methods. If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.
  - (1) Repayment of the improper amount by the Participant;
  - (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
  - (3) Claims substitution or offset of future claims until the amount is repaid; and
  - (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

# ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

#### 7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

#### 7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

- (a) "Dependent Care Flexible Spending Account" means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.
- (b) "Earned Income" means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.
- (c) "Employment-Related Dependent Care Expenses" means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:
  - (1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;
  - (2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

- (3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.
- (d) "Qualifying Dependent" means, for Dependent Care Flexible Spending Account purposes,
- (1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;
- (2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or
- (3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).
- (e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

#### 7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

#### 7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

#### 7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

#### 7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

#### 7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

#### 7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such eyent, the Participant shall have no further claim to such amount for any reason.

#### 7.9 LIMITATION ON PAYMENTS

(a) Code limits. Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

#### 7.10 NONDISCRIMINATION REQUIREMENTS

- (a) Intent to be nondiscriminatory. It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).
- (b) 25% test for shareholders. It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) Adjustment to avoid test failure. If the Administrator deems it necessary to avoid discrimination or possible taxation to a group-of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

#### 7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

#### 7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year including the Grace Period and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
  - (g) If the services were being performed in a day care center, a statement:
  - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
  - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
  - (3) of the amount of fee paid to the provider.
  - (h) If the Participant is married, a statement containing the following:
  - (1) the Spouse's salary or wages if he or she is employed, or
  - (2) if the Participant's Spouse is not employed, that
    - (i) he or she is incapacitated, or
    - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.
- (i) Grace Period. Notwithstanding anything in this Section to the contrary, Employment-Related Dependent Care Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.
- (j) Claims for reimbursement. If a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator.

#### 7.13 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Employment-Related Dependent Care Expenses, subject to the following terms:

- (a) Card only for dependent care expenses. Each Participant issued a card shall certify that such card shall only be used for Employment-Related Dependent Care Expenses. The Participant shall also certify that any Employment-Related Dependent Care Expense paid with the card has not already been reimbursed by any other plan covering dependent care benefits and that the Participant will not seek reimbursement from any other plan covering dependent care benefits.
- (b) Card issuance. Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Dependent Care Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Dependent Care Flexible Spending Account.
- (c) Only available for use with certain service providers. The cards shall only be accepted by such service providers as have been approved by the Administrator. The cards shall only be used for Employment-Related Dependent Care Expenses from these providers.
- (d) Substantiation. Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.
- (e) Correction methods. If such purchase is later determined by the Administrator to not qualify as an Employment-Related Dependent Care Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.
  - (1) Repayment of the improper amount by the Participant;
  - (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
  - (3) Claims substitution or offset of future claims until the amount is repaid; and
  - (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

# ARTICLE VIII BENEFITS AND RIGHTS

#### 8.1 CLAIM FOR BENEFITS

- (a) Insurance claims. Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.
- (b) Dependent Care Flexible Spending Account or Health Flexible Spending Account claims. Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:
  - (1) specific references to the pertinent Plan provisions on which the denial is based;
  - (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
  - (3) an explanation of the Plan's claim procedure.
- (c) Appeal. Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:
  - (1) request a review upon written notice to the Administrator;

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- (2) review pertinent documents; and
- (3) submit issues and comments in writing.
- (d) Review of appeal. A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.
- (e) Forfeitures. Any balance remaining in the Participant's Health Flexible Spending Account or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

#### 8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filling of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan. No amounts attributable to the Health Savings Account shall be subject to the benefit plan surplus.

# ARTICLE IX ADMINISTRATION

#### 9.1 PLAN ADMINISTRATION

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The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal in writing (or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconciles any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;

- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the Intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

#### 9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

#### 9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

#### 9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an incurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

#### 9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

# ARTICLE X AMENDMENT OR TERMINATION OF PLAN

#### 10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations,

#### 10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Pian. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filling period.

# ARTICLE XI

#### 11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

#### 11.2 GENDER AND NUMBER

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

#### 11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

#### 11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

#### 11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

#### 11.6 \_ ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

#### 11.7 EMPLOYER'S PROTECTIVE CLAUSES

- (a) Insurance purchase. Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.
- (b) Validity of insurance contract. The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

#### 11.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

#### 11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

### 11.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any

Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

#### 11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Fiorida.

#### 11.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

#### 11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

#### 11.14 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

#### 11.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

#### 11.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

#### 11.17 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

#### 11.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

- (a) Application. If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.
- (b) Disclosure of PHI. The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and Information about treatment or payment for treatment.
- (c) PHI disclosed for administrative purposes. Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.
- (d) PHI disclosed to certain workforce members. The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.
  - (1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

- (2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:
  - (i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
  - (ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
  - (iii) mitigation of any harm caused by the breach, to the extent practicable; and
  - (iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages,
- (e) Certification. The Employer must provide certification to the Plan that it agrees to:
- (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
- (2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
- (3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
- (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
- (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
- (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- (7) Make available the Protected Health Information required to provide an accounting of disclosures to Individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

#### 11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

- (a) Implementation. The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- (b) Agents or subcontractors shall meet security standards. The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- (c) Employer shall ensure security standards. The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

#### 11.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

#### 11.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

#### 11.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

#### 11.23 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

SCSB 2016-08R

IN WITNESS WHEREOF, this Plan document is hereby executed	d this	_ day of	
्रक्रिया । Su		ty Board of Public Instruction	
Ву		Jerry A. Scarborough Superintendent of Schools	
	ė	Chairperson, Suwannee County School Board	

SUWANNEE COUNTY BOARD OF PUBLIC INSTRUCTION CAFETERIA PLAN.

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SUMMARY PLAN DESCRIPTION

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XI SUMMARY

# SUWANNEE COUNTY BOARD OF PUBLIC INSTRUCTION CAFETERIA PLAN

#### INTRODUCTION

We have amended the "Flexible Benefits Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the amended Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

### ELIGIBILITY

#### 1. When can I become a participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

#### 2. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan once you have satisfied the conditions for coverage under our group medical plan. Of course, if you were already a participant before this amendment, you will remain a participant.

#### 3. When is my entry date?

You can join the Plan on the same day you can enter our group medical plan.

#### 4. What must I do to enroll in the Plan?

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for a portion of the benefits you have elected.

However, if you are already covered under any of the insured benefits, you will automatically participate in this Plan to the extent of your premiums unless you elect not to participate in this Plan.

#### II OPERATION

#### 1. How does this Plan operate?

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. Also, we will make additional Employer contributions to the Plan that you may use to increase the amounts used to pay benefits. However, if you receive a reimbursement for an expense under

the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

#### III CONTRIBUTIONS

#### 1. How much of my pay may the Employer redirect?

Each year, we will automatically contribute on your behalf enough of your compensation to pay for the insurance coverage provided unless you elect not to receive any or all of such coverage. You may also elect to have us contribute on your behalf enough of your compensation to pay for any other benefits that you elect under the Plan. These amounts will be deducted from your pay over the course of the year.

#### 2. How much will the Employer contribute each year?

We may contribute a discretionary amount which we will determine prior to the beginning of each Plan Year. This contribution can be used for any benefit in the Plan and will be made on a pro rata basis during the year. If you elect not to participate, the Employer will not contribute to the Plan on your behalf.

#### 3. What happens to contributions made to the Plan?

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year.

#### 4. When must I decide which accounts I want to use?

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

If you are already covered by any of the insured benefits offered by this Plan, you will automatically become a Participant to the extent of the premiums for such insurance unless you elect, during the election period (defined below), not to participate in the Plan.

#### 5. When is the election period for our Plan?

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

#### 6. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status if you file a written request for change with the Plan Administrator (or its designated claims administrator) within thirty (30) days of the Qualifying Event. Currently, Federal law considers the following events to be a change in status:

- Marriage, divorce, death of a spouse, legal separation or annulment;
- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Fiexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

However, with respect to the Health Savings Account, you may modify or revoke your elections without having to have a change in status.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights

you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance or if you decide to participate in the Health Savings Account.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

You may revoke your coverage under our Employer sponsored group health plan if you are eligible to obtain coverage through the health exchanges.

#### 7. May I make new elections in future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will assume you want your elections for insured benefits only to remain the same and you will not be considered a Participant for the non-insured benefit options under the Plan for the upcoming Plan Year.

#### IV BENEFITS

#### 1. Health Flexible Spending Account

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our insured medical plan and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for expenses incurred by you and your dependents.

Drug costs, including insulin, may be reimbursed.

You may be reimbursed for "over the counter" drugs only if those drugs are prescribed for you. You may not, however, be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

The most that you can contribute to your Health Flexible Spending Account each Plan Year is \$1500.00. This includes salary reductions and employer contributions.

In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. We will also provide you with a debit or credit card to use to pay for medical expenses. The Administrator will provide you with further details. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status to change coverage.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the Issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry

between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

#### 2. Dependent Care Flexible Spending Account

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves, Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
- (b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- (c) An "individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan. We will also provide you with a debit or credit card to use to pay for dependent care expenses. The Administrator will provide you with further details.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$5,000 (if you are married filing a joint return or you are head of a household) or \$2,500 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

#### 3. Premium Expense Account

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various insurance programs that we offer you. These premium expenses include:

- Health care premiums under our insured group medical plan.
- Dental insurance premiums.
- Vision insurance premiums.
- -- Prescription drug coverage.
- Other insurance coverage that we may provide.

Under our Plan, we will establish sub-accounts for you for each different type of insurance coverage that is available. Also, certain limits on the amount of coverage may apply.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company falls to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

#### 4. May I direct Plan contributions to my Health Savings Account?

Yes. Any monies that you do not apply toward available benefits can be contributed to your Health Savings Account, which enables you to pay for expenses which are not covered by our insured medical plan and save taxes at the same time. Please see your Plan Administrator for further details.

#### V BENEFIT PAYMENTS

#### 1. When will I receive payments from my accounts?

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

#### 2. What happens if I don't spend all Plan contributions during the Plan Year?

If you have not spent all the amounts in your Health Flexible Spending Account or Dependent Care Flexible Spending Account by the end of the Plan Year, you may continue to incur claims for expenses during the "Grace Period." The "Grace Period" extends 2 1/2 months after the end of the Plan Year, during which time you can continue to incur claims and use up all amounts remaining in your Health Flexible Spending Account or Dependent Care Flexible Spending Account.

Any monies left at the end of the Plan Year and the Grace Period will be forfeited, except for amounts contributed to your Health Savings Account. Obviously, qualifying expenses that you incur late in the Plan Year or during the Grace Period for which you seek reimbursement after the end of such Plan Year and Grace Period will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

#### 3. Family and Medical Leave Act (FMLA)

If you take leave under the Family and Medical Leave Act, you may revoke or change your existing elections for health insurance and the Health Flexible Spending Account. If your coverage in these benefits terminates, due to your revocation of the benefit while on leave or due to your non-payment of contributions, you will be permitted to reinstate coverage for the remaining part of the Plan Year upon your return. For the Health Flexible Spending Account, you may continue your coverage or you may revoke your coverage and resume it when you return. You can resume your coverage at its original level and make payments for the time that you are on leave. For example, if you elect \$1,200 for the year and are out on leave for 3 months, then return and elect to resume your coverage at that level, your remaining payments will be increased to cover the difference - from \$100 per month to \$150 per month. Alternatively your maximum amount will be reduced proportionately for the time that you were gone. For example, if you elect \$1,200 for the year and are out on leave for 3 months, your amount will be reduced to \$900. The expenses you incur during the time you are not in the Health Flexible Spending Account are not reimbursable.

If you continue your coverage during your unpaid leave, you may pre-pay for the coverage, you may pay for your coverage on an after-tax basis while you are on leave, or you and your Employer may arrange a schedule for you to "catch up" your payments when you return.

#### 4. Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Fiexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

#### 5. What happens if I terminate employment?

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

- (a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.
- (b) You will still be able to request reimbursement for qualifying dependent care expenses incurred during the remainder of the Plan Year from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection and contributions will be made on your behalf after you terminate. You must submit claims within 90 days after the end of the Plan Year in which termination occurs.
- (c) Your Health Savings Account amounts will remain yours even after your termination of employment.
- (d) For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection and contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for

which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

#### 6. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

#### VI HIGHLY COMPENSATED AND KEY EMPLOYEES

#### 1. Do limitations apply to highly compensated employees?

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

#### VII PLAN ACCOUNTING

#### 1. Periodic Statements

The Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

#### VIII GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information which you may need to know about the Plan.

#### 1. General Plan Information

Suwannee County Board of Public Instruction Cafeteria Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of your amended Plan become effective on 5/1/2016. Your Plan was originally effective on 06/30/1989,

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on 05/01 and ends on 04/30.

#### 2. Employer Information

Your Employer's name, address, and identification number are:

Suwannee County Board of Public Instruction 702 2nd Street NW Live Oak, Florida 32064 596000872

#### 3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

Suwannee County Board of Public Instruction 702 2nd Street NW Live Oak, Florida 32064 (386) 647-4600

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

#### 4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

Suwannee County Board of Public Instruction 702 2nd Street NW Live Oak, Florida 32064

#### 5. Type of Administration

The type of Administration is Employer Administration.

#### 6. Claims Submission

Claims for expenses should be submitted to:

Discovery Benefits, Inc. PO Box 2926 Fargo, ND 58108-2926

## IX ADDITIONAL PLAN INFORMATION

#### 1. Claims Process

You should submit all reimbursement claims during the Plan Year. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. Any claims submitted after that time will not be considered.

Claims that are insured will be handled in accordance with procedures contained in the insurance policies. All other general requests should be directed to the Administrator of our Plan. If a dependent care or medical expense claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

### X CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

#### 1. What is COBRA continuation coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

There may be other options available when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period

for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

#### 2. Who can become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

- (a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.
- (b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the Individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

#### 3. What is a Qualifying Event?

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- (a) The death of a covered Employee.
- (b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- (d) A covered Employee's enrollment in any part of the Medicare program.
- (e) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993, as amended ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

#### 4. What factors should be considered when determining to elect COBRA continuation coverage?

When considering options for health coverage, Qualified Beneficiaries should consider:

- Premiums: This plan can charge up to 102% of total plan premiums for COBRA coverage. Other options, like coverage on a spouse's plan or through the Marketplace, may be less expensive. Qualified Beneficiaries have special enrollment rights under federal law (HIPAA). They have the right to request special enrollment in another group health plan for which they are otherwise eligible (such as a plan sponsored by a spouse's employer) within 30 days after Plan coverage ends due to one of the Qualifying Events listed above.
- <u>Provider Networks</u>: If a Qualified Beneficiary is currently getting care or treatment for a condition, a change in health coverage may affect access to a particular health care provider. You may want to check to see if your current health care providers participate in a network in considering options for health coverage.
- <u>Drug Formularies</u>: For Qualified Beneficiaries taking medication, a change in health coverage may affect costs for medication — and in some cases, the medication may not be covered by another plan. Qualified beneficiaries should check to see if current medications are listed in drug formularies for other health coverage.
- <u>Severance payments</u>: If COBRA rights arise because the Employee has lost his job and there is a severance package
  available from the employer, the former employer may have offered to pay some or all of the Employee's COBRA payments
  for a period of time. This can affect the timing of coverage available in the Marketplace. In this scenario, the Employee may
  want to contact the Department of Labor at 1-866-444-3272 to discuss options.
- Service Areas: If benefits under the Plan are limited to specific service or coverage areas, benefits may not be available to
  a Qualified Beneficiary who moves out of the area.
- Other Cost-Sharing: In addition to premiums or contributions for health coverage, the Plan requires participants to pay
  copayments, deductibles, coinsurance, or other amounts as benefits are used. Qualified beneficiaries should check to see
  what the cost-sharing requirements are for other health coverage options. For example, one option may have much lower
  monthly premiums, but a much higher deductible and higher copayments.

#### 5. What is the procedure for obtaining COBRA continuation coverage?

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

#### 6. What is the election period and how long must it last?

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

# 7. Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?

The Plan will offer COBRA continuation coverage to Qualified Beneficiarles only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (a) the end of employment or reduction of hours of employment,
- (b) death of the employee,
- (c) commencement of a proceeding in bankruptcy with respect to the Employer, or
- (d) entitlement of the employee to any part of Medicare.

#### IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

#### NOTICE PROCEDURES:

Any notice that you provide must be <u>in writing</u>. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

Suwannee County Board of Public Instruction 702 2nd Street NW Live Oak, Florida 32064

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the name of the plan or plans under which you lost or are losing coverage,
- the name and address of the employee covered under the plan,
- the name(s) and address(es) of the Qualified Beneficiary(ies), and
- · the Qualifying Event and the date it happened.

If the Qualifying Event is a divorce or legal separation, your notice must include a copy of the divorce decree or the legal separation agreement.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives <u>timely notice</u> that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

#### 8. Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

#### 9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage (but only after any applicable preexisting condition exclusions of that other plan have been exhausted or satisfied).

#### 10. When may a Qualified Beneficiary's COBRA continuation coverage be terminated?

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.
- (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (d) The date, after the date of the election, that the Qualified Beneficiary first becomes covered under any other Plan that does not contain any exclusion or limitation with respect to any pre-existing condition, other than such an exclusion or limitation that does not apply to, or is satisfied by, the Qualified Beneficiary.
- (e) The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).
- (f) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
  - (1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier; or

(2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the Individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

#### 11. What are the maximum coverage periods for COBRA continuation coverage?

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

- (a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
- (b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries ends on the later of:
  - (1) 36 months after the date the covered Employee becomes enrolled in the Medicare program. This extension does not apply to the covered Employee; or
  - (2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
- (c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.
- (d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

#### 12. Under what circumstances can the maximum coverage period be expanded?

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

#### 13. How does a Qualified Beneficiary become entitled to a disability extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary In connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

#### 14. Does the Plan require payment for COBRA continuation coverage?

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

#### 15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?

Yes. The Plan is also permitted to allow for payment at other intervals.

#### 16. What is Timely Payment for COBRA continuation coverage?

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified

Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

# 17. Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

#### 18. How is my participation in the Health Flexible Spending Account affected?

You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money than you have taken out in claims. For example, if you elected to contribute an annual amount of \$500 and, at the time you terminate employment, you have contributed \$300 but only claimed \$150, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the \$500. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

#### IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

#### KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

#### XI SUMMARY

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.

### SUWANNEE COUNTY SCHOOL DISTRICT



702 – 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

JERRY A. SCARBOROUGH
Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

#### **MEMORANDUM**

TO:

Jerry A. Scarborough, Superintendent of Schools

FROM:

Ted Roush, Assistant Superintendent of Administration

THRU:

Janene Fitzpatrick, Assistant Superintendent of Instruction

DATE:

June 7, 2016

RE:

Agenda Item for the June 28, 2016, Regular Board Meeting

#### **RECOMMENDATION:**

The Superintendent recommends approval of the 2016-2017 Suwannee District Schools Student Conduct and Discipline Code for all elementary and secondary schools. (A copy is available for review in the office of the Assistant Superintendent of Administration.)

#### BACKGROUND:

The 2016-2017 Student Conduct and Discipline Code was reviewed with the Board at the Workshop on Tuesday, June 14, and reflects the changes discussed with the Board members.

TR/dr

# SUWANNEE COUNTY SCHOOL DISTRICT

# Student Conduct and Discipline Code 2016-2017

Branford Elementary School
Branford High School
Suwannee Primary School
Suwannee Elementary School
Suwannee Intermediate School
Suwannee Middle School
Suwannee High School
Suwannee Virtual School

Jerry A. Scarborough Superintendent of Schools

### Suwannee County School Board

Jerry Taylor – District 1

Catherine Cason – District 2

Julie Ulmer – District 3

Ed daSilva – District 4

Ronald White – District 5

### **School Principals**

Branford Elementary School – Jennifer Barrs

Branford High School – Jimmy Wilkerson

Suwannee Primary School – Marsha Tedder

Suwannee Elementary School – Amy Boggus

Suwannee Intermediate School – Jim Simpson

Suwannee Middle School – Jay Jolicoeur

Suwannee High School – Malcolm Hines

RIVEROAK Technical College – Walter Boatright

Suwannee Virtual School – Janene Fitzpatrick

Student Conduct and Discipline Code adopted by the School Board June 2016

#### **DISTRICT WEBSITE**

www.suwannee.k12.fl.us

(Link to FOCUS to check student grades and attendance online.)

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Student's Full Name (Please Print)		School	Grade Level	_
2016-2017	PARENT AND STU	DENT NOTIFICA	TION	22 A_2 T
The Suwannee County School District's Stud developed to help your son/daughter gain the the responsibility for the actions of their child should take special notice of the attendance a provisions. Please note the attendance policic age, and driving privileges. Parents/guardian Notice," which includes, but is not limited to, Armed Forces) and possible participation in s	greatest possible ben lren and should be invented tardy sections of the es and their effect on s should also take spe your child's education	efit from his/her solved in their child nis Code as well as other policies, such icial note of informational records, the rel	hool experience. Parer fren's education. Parer the suspension and exp as sports eligibility, co ation in Section II, enti- ease of directory information.	ats/guardians have ats/guardians oulsion ompulsory school tled "Public
The school is in need of your help and cooper Code with your son/daughter, sign this sheet, kept in your son's/daughter's curriculum fold	remove it from the	ooklet, and return		
The Suwannee County School District (SCSE minutes prior to the start of the regular school scheduled event. Please refer to your school accordingly. [1003.31, Florida Statutes]	day or a scheduled e	vent, or beyond 30	minutes after the regul	ar school day or
Failure to return this acknowledgement will n knowledge of the contents of the Student Content the Student Conduct and Discipline Code.				
A copy of the Student Conduct and Discip permission areas below and return a copy			se mark your decision	s in the two
Permission 1: Parent Release  Option 1: I, as parent/guardian of a studen 1) Record said student's participation and Use said student's name, likeness, voice, a distribute such recording in whole or in pa which the SCSD, and those acting pursuar recording may be submitted for use by a so programming, and the school or district we all forms without any royalties, commission with this production.	appearance on video nd biographical mate rt without restrictions it to its authority, dee chool or district news ebsite. I expressly ag	tape, audio tape, fil rial in connection ver sor limitation for a mappropriate. It is letter, the local pres ree and give permis	m, photograph, or any with these records; and my educational or promes specifically understooms, the school, or distriction to allow the use of	other medium; 2) 3) To exhibit or totional purpose d that the et cable television of said media in
I expressly release and discharge the SCSI manner. Furthermore, I expressly waive a recordings or other media in accordance w	ny and all privacy rig	hts that would othe	rwise have been accor-	
□ Option 2: I do not give permission for an	y of the Parent Releas	se information note	d in Option 1 of this ar	ea.
Permission 2: Corporal Punishment Consession Suwannee County School District's Student Copaddling in front of a witness by a principal/acrules. Parents may opt to not permit corporal your decision regarding corporal punishment in 1003.32, Florida Statutes]	onduct and Disciplin Iministrator that may punishment as a disci	be necessary to ma plinary intervention	intain discipline or to a by checking below.	enforce school Please indicate
The school may use corporal punishment with	my child.			
Signatures below indicate permission for areas	s checked above.			
Parent/Guardian	 Date	Student		Date

Witness Date Witness OR School Administrator
Witnesses required; must be at least 18 years of age, cannot be a current student.

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## **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 rights. Among these is the right to:

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- Be informed of the Suwannee County School District (SCSD) policies and rules of the Student Conduct and Discipline Code
- 2. A safe and orderly environment in which to learn, have property respected, and to protect self and property against injury attempted by another
- 3. Know about and use school guidance services
- 4. Be treated with dignity and respect by other students, school personnel, and campus visitors
- 5. Reasonable and fair treatment and have rules enforced without discrimination
- 6. 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. Free transportation as allowable by law
- 8. Be notified of failure or the potential for failure as outlined in the progress reporting schedule
- 9. Receive an academic program that promotes high student performance and is delivered by competent teachers in an atmosphere from bias and prejudice
- 10. 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. 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. Expect student records will be kept safe and private
- 13. Expect that other students and school personnel respect feelings, rights, their property, and privacy
- 14. Opportunity for hearing upon suspension from school
- 15. Upon written request by his or her parent, 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 which requires that students:

- 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:

- 1. Reviewing the contents of the Student Conduct and Discipline Code guide with their child
- 2. Ensuring their child lives in the assigned school zone
- 3. Ensuring the daily attendance of their child and promptly report and explain any absences or tardiness from school
- 4. Providing their child with the resources needed to complete class work
- 5. Assisting their child in being healthy, neat, and clean

- 6. Bringing to the attention of the school authorities any problem or condition which affects their child or other children of the school
- 7. Ensuring their child does not bring inappropriate or contraband items to school
- 8. Discussing report card and work assignments with their child and monitor student academic progress in the FOCUS system (www.suwannee.k12.fl.us)
- 9. Ensuring that the school has up-to-date home, work, and emergency telephone numbers
- 10. Ensuring that current emergency health care information regarding their child is on file with the school
- 11. Communicating with the school (i.e., talk to child's teacher, return requested forms, etc.)

## RESPONSIBILITY MAKES A DIFFERENCE

Becoming a responsible adult begins with becoming a responsible student! Students have the responsibility to:

- 1. Adhere to the guidelines set forth in the school handbook and this Student Conduct and Discipline Code
- 2. 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. Come to class with all necessary materials and be prepared to learn
- 4. Take advantage of learning opportunities
- 5. Use guidance services for educational and personal improvement
- 6. Show respect for and consideration to all individuals and property
- 7. Report hazardous or dangerous situations to an adult in authority
- 8. Immediately report illegal activities to appropriate authorities
- 9. Refrain from bringing inappropriate or contraband items to school
- 10. Abide by all rules and regulations established by school, teacher, and bus driver
- 11. To complete all classroom assignments, homework, and projects/reports as outlined by their current classroom teacher
- 12. Refrain from profane or inflammatory statements
- 13. Conduct themselves in a safe and responsible manner
- 14. Dress in a neat, clean, and well-groomed manner
- 15. <u>Take responsibility for his/her own work and actions</u>, and share with their parents/guardians grades and progress reports received relative to their progress in each class

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 that 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 – Please cooperate with school and district authorities during a lockdown crisis:

- Please cooperate with school and/or district directives.
- Please consult local media for regular updates about the incident. Listen for information updates on local radio and television stations.
- You may be directed to an off-campus parent staging area for the latest information regarding a campus crisis.
- Please DO NOT call the school because phone lines will be needed for emergency communication; however, please consult the local media.
- Please DO NOT call your child's cell phone in order for cell towers to be clear for emergency use; however, please consult the local media.
- Please DO NOT go to the school if a lockdown situation should occur; however, please consult the local media. Roads are closed, doors are locked, and campuses are 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, 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. In that case, 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, or an eligible 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. They are:

- 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. For requests in addition to five pages, an amount of 15 cents per page will be charged.
- 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.
- 4. 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.
- 5. 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.
- 6. 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 the Boy Scouts and other designated youth groups.

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

Bill Brothers, Equity Coordinator Suwannee County School District 702 -- 2<sup>nd</sup> Street NW Live Oak, FL 32064

Office: (386) 647-4633 Fax: (386) 364-2610

#### 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 – 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 - Prohibits discrimination on the basis of race, color, religion, or national origin.

Florida Civil Rights Act of 1992 – 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) 647-4633.

Section 504 of the Rehabilitation Act of 1973 – 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) 647-4631.

Title IX of Education Amendments of 1972 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 program 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 Director of Human Resources who will either investigate the complaint or refer it to appropriate personnel. Title IX complaints should be addressed to:

Bill Brothers, Director of Human Resources Suwannee County School District 702 – 2<sup>nd</sup> Street NW Live Oak, FL 32064

Office: (386) 647-4633 Fax: (386) 364-2610

#### 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 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
- Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program)

Participation Voluntary — No student shall be required to participate in such a survey if the student or the student's parent/guardian, if the student is less than 18 years of age, 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 student or the student's parent/guardian, if the student is less than 18 years of age, 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
- 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 teachers. 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 or acts, state the date(s), state the names 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 when the conduct has occurred. 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 student's parent/guardian, or of the student himself or herself if he or she is 18 years of age or older, 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 is response to a court order or subpoena, you will be notified, except where the law prohibits said notification. If a student (18 years old or older), or the parents/guardians of a minor student, object 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 Statutes]

- 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 ss. 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 s. 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 s. 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 1) possessing or consuming alcohol, 2) Operating a motor vehicle under the influence of alcohol, 3) Misrepresenting one's age for the purpose of purchasing, possessing, or consuming alcohol, 4) Public intoxications, and/or 5) Violations of additional team rules regarding alcohol use. Prohibited acts include 1) Possessing or using illegal substances, as defined by law, 2) Possessing or using controlled substances as defined by law, 3) Distributing, selling, or possessing with the intent to distribute illegal or controlled substances, as defined by law, 4) The use of tobacco products by a student-athlete during practice, competition, or other team functions. A student found to be in violation of the alcohol/drug policy 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 (s. 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 Policy 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. 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 1st, 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 (s. 1002.20(17)(b), Florida Statutes).
- 10a. 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
- 11. Transfer "authorized for good cause"
- 11.a. 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.
- 11b. 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.
- 11c. 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; or (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.
- 11d. 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.
- 11e. 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 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.
- 11f. 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; and (b) The student has not been recruited; and (c) The student is not transferring in whole or in part for athletic reasons; and (d) The student is not transferring because of disciplinary reasons and/or misconduct; and (e) The new school principal communicates and verifies with the losing 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 expectation of the SCSD is that all students will be in attendance each day of the school year. Please understand that parent notes are not accepted for the purpose of documenting an excused absence, but they are encouraged.

1. Parents/guardians are responsible for the attendance of their children within the compulsory school age (6 - 16 years of age) 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(1)(c), Florida Statutes]. Parents can monitor student attendance counts through the FOCUS system (www.suwannee.k12.fl.us).

- 2. 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.
- 3. Excused absences or tardies may include:
  - a. Illness or injury of the student, as documented by a health care professional
  - b. Illness or injury of the student's immediate family creating insurmountable condition of absence, as documented by health care professional
  - c. Death of a member of the student's immediate family
  - d. Documented appointments with health care professionals
  - e. Administrative approval based upon written request/justification to principal or designee
  - f. Recognized religious holidays
  - g. Documented judicial actions subpoena/summons
- 4. School sponsored academic field trips are not considered absences; students are required to make up missed class work upon return to school.
- 5. Students with absences are responsible for making arrangements with the teacher to make up work and assignments missed while absent. All missed work is due within a reasonable amount of time following the return to school (allowing two days for each day absent) with the following exceptions:
  - a. Test or exams assigned prior to absence will be taken on the day student returns to school
  - b. Work assigned prior to absence and due while absent, will be due on the day student returns to school
  - c. Long-term assignments and projects must be turned in on the day the student returns to school (i.e., book reports, research papers, etc.)
  - d. Long-term assignments and projects submitted after first day student returns to school may result in a grade reduction
  - e. Students checking in and out on the day a long-term assignment is due must turn the assignment in by the end of that school day for it to be accepted as on time
- 6. 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 the parent or guardian of record OR an adult who is listed as an emergency contact on the Annual Student Contact Form. Photo ID is required of 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 Branford High School and Suwannee High School may not be released or signed out 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 on determining if a student has permission to leave campus in the absence of the parent.

- 7. Excessive Absences If a student has had at least 5 unexcused absences, or absences for which the reasons are unknown, within a calendar month or 10 unexcused absences, or absences for which the reasons are unknown, within a 90 calendar day period, the student may be exhibiting a pattern of nonattendance and this may be considered excessive. The student may be referred to the school's child study 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]
- 8. Truancy A habitual truant is defined by law as a student who has 15 unexcused absences within 90 calendar days, with or without the knowledge or consent of the parent/guardian. [§1003.01(8), Florida Statutes] Accumulated tardies and early check outs shall be considered unexcused absences. Four unexcused tardies or early check outs will equal one unexcused absence for the purpose of defining a habitual truant. The Superintendent must provide the Department of Highway and Motor Vehicles (DHMV) with the name of each habitual truant, age 14-18. The DHMV may not issue a driver's license or learner's driver's license to and shall suspend any previously issued license of any such student. [Chapter 322, 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 truant.
- 9. 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.
- 10. Students and families violating the state truancy law may face court action. [§§1003.27 and 1003.29, Florida Statutes]
  - a. Elementary and Middle School Student with absences is responsible for making arrangements with the teacher to make up all work and assignments within a reasonable time after their return to school. Arrangements to make up work are to be made with the teacher and are the responsibility of the student.

- b. **High School** Daily school assignments missed because of an unexcused absence shall be made up for, at least, partial credit if made up within the reasonable time frame (two days for each day absent).
- 11. 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. Legal actions, including possible criminal charges, will be pursued when the parent/guardian ignores school attendance requirements.
- 12. Home School students with previous attendance concerns will be required to submit ongoing documentation regarding educational participation in a home school curriculum by submitting a portfolio as requested to the Home School Coordinator.

#### 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 and means systematically and chronically inflicting physical hurt or psychological distress on one or more students and may involve:

- 1. Teasing
- 2. Social exclusion
- 3. Threat
- 4. Intimidation
- 5. Stalking
- 6. Physical violence
- 7. Theft
- 8. Sexual, religious, or racial harassment
- 9. Public or private humiliation
- 10. 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.

## 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 days, the Superintendent's designee's approval shall be required. Approval shall not be allowed for: 1) student visitation, unless duly authorized; and 2) 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 following rules:

- 1. Get on/off at their regularly appointed bus stop unless written parent/guardian permission is provided to the school administrator early in the day to allow time for verification.
- 2. 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.
- 3. 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.

- 4. Be at the bus stop at least 5 minutes before bus arrival but not more than 15 minutes before arrival. Observe proper rules of conduct while waiting for the bus. Students shall stay at least 12 feet off the road and off private property.
- 5. 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 should then make a right and left check for traffic and cross 12 feet in front of the bus.
- 6. 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 should make visual contact with the driver, watching for the DOE's adopted crossing signal. The student should then make a right and left check for traffic and cross 12 feet in front of the bus.
- 7. Obey the driver, monitor, and volunteers at all times and follow the standards of conduct while riding the school bus. Report promptly to the principal when instructed to do so by the driver. Bus infractions may result in an out-of-school suspension.
- 8. Keep all body parts and belongings inside the bus windows.
- 9. Keep from littering, throwing, or propelling objects inside the bus.
- 10. Keep from throwing or propelling items outside the bus windows. (Behavior that violates this rule/expectation 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.)
- 11. Keep from defacing or vandalizing a school bus. Restitution will be required for any damages sustained to the bus.
- 12. 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.
- 13. Follow emergency evacuation procedures when appropriate.
- 14. 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. 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. Bring no animals, glass containers, skateboards, food, or drinks on the bus.
- 18. Do not use or have any tobacco products (smoking, chewing, dipping) or other mood altering substances while on the bus.
- 19. Bring no 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.

Note: SCSD buses are equipped with video/audio cameras for security purposes. Students are being taped 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 offenses may result in an out-of-school suspension. Level III and Level IV 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. The SCSD recognizes the need for students to have cell phones. However, during school hours or on school buses, cell phones, and/or any other electronic communications device are not to be used unless specifically authorized by school staff. 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 (FCAT, 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]

#### DRESS CODE POLICY

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 and shoes with wheels are not acceptable.
  - b. At the middle and high school levels, bedroom slippers, cleated shoes, and shoes with wheels are not acceptable.
- 2. Jewelry worn in pierced body parts shall be of a nature that 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 the midriff (front and back) to be exposed when sitting, standing, or raising the arm; backless attire; sleepwear; skin-tight clothing (i.e., bike pants, tights, leotards, jeggings, leggings); 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 tears. 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, and skorts should be at the top of the knee cap or longer. These items worn with leggings or tights are not acceptable.
  - e. Caps, hats, headgear, visors, 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 policy 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 II to Level III; Level III to Level IV).

It is therefore the policy of the SCSD that gangs and gang activities are prohibited in Suwannee County Schools according to the following:

- 1. 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 sign, 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 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 Florida Statute and SCSD policy.

#### HEALTH SERVICES PROVIDED

School health staff provides health counseling, health education, health screenings, and referral and follow up of 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 review and maintain 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 you complete the Annual Emergency Information and Health Update form and return it to your child's school the first week of school. PLEASE provide us with emergency contacts and inform us 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 their 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 12<sup>th</sup> grade who are making their initial entry into a Florida school must present a record of a physical examination completed within the past 12 months. 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 be acceptable, if completed within one year. [§1003.22(1), Florida Statutes; Rule: Chapter 6A-6.024, FAC]

# FLORIDA IMMUNIZATION REQUIREMENTS FOR SCHOOL ENTRY 2016-2017 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 DTP/DTaP (Diphtheria, Tetanus, Pertussis)\*\*\*
- 3 Polio \*\*\*
- 4 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 MMR
- 3 Hepatitis B

#### 1 Varicella (chicken pox)

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

## 2016-2017 School Entry Requirements

Before attending school in Florida (kindergarten through 12<sup>th</sup> 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:

- Four or five doses of diphtheria-tetanus-pertussis (DTaP) vaccine
- Three doses of hepatitis B (Hep B) vaccine
- Four or five doses of polio vaccine\*
- Two doses of measles-mumps-rubella (MMR) vaccine
- Two doses of varicella vaccine\*\* for kindergarten and grades one through eight
- One dose of varicella vaccine\*\* for grades nine through twelve

#### Seventh Grade Requirements

In addition to kindergarten through 12th grade requirements, students must have the following vaccinations:

- One dose of tetanus-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

\*If the fourth dose of vaccine is administered prior to the fourth birthday, a fifth dose of polio vaccine is required for kindergarten entry only.

\*\*Varicella vaccine is not required if varicella disease is documented by the health care provider.

#### 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 (form is available online on the Student Services webpage at <a href="www.suwannee.k12.fl.us">www.suwannee.k12.fl.us</a>). 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.

- Only medication in its ORIGINAL container from the store or pharmacy will be accepted.
- 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(s) and the person receiving the medication(s).

- The school can accept no more than a 30-day supply of prescription medications.
- 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.
- The medication in the bottle must match the label, match the student's name, match the authorization form, and have a current prescription label (within the past 30 days for controlled substances and antibiotics; within the past 12 months for other prescribed medications) on the bottle (if it is a prescribed medication).
- Prescription labels shall not be altered with handwriting by a parent, school staff, or school health staff.
- A new prescription bottle with correct labeling is required for any dosage and/or time changes.
- The school cannot alter dosages without a new Authorization for Medication Administration Form completed by the parent/guardian and the Florida prescribing healthcare practitioner.
- 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 you have a student who has asthma or other health-related conditions that require self-administration of medicine or emergency type(s) of medication, or a student who 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 suwannee.schooldesk.net/Department/Health/Medications/tabid/19339/Default.aspx. This form requires signatures of a Florida licensed healthcare practitioner, the parent/guardian, and the student.

- 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 medications 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 ready to responsibly self-carry and self-administer medications at school or during school sponsored activities, the medication(s) will be administered by school health staff and/or trained school staff.
- 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.

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 of to others but is not unlawful.

## **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
- Scoliosis Sixth grade students

These screenings will not harm your child in any way. Mass screenings as listed above are done during the months of October, November, and/or December. 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.

## **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 to reduce destructive behavior in children, human growth and development, AIDS, and pregnancy prevention. 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. The principal shall cooperate with law enforcement officers. 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 SCSD provides computers and network capabilities to students for the purpose of enhancing instruction through technological resources. Students may be granted access to the District's electronic communication system that includes access to the internet. A student's activities while using this system must be in support of education and research and be consistent with the educational objectives of the SCSD. This access is a privilege, not a right, and inappropriate use will result in the cancellation of this privilege by the Information Technology (IT) Department and/or disciplinary action by school officials. Students are responsible for good behavior on school computer networks just as they are in a classroom or school hallway. The District may suspend or revoke a student's access to the District system upon violation of District policy and/or procedures, including the SCSD Student Conduct and Discipline Code. The SCSD provides filtering software in an attempt to restrict access to inappropriate materials on the internet. However, users must recognize that filtering cannot block access to everything that might not be of educational value. REMINDER: Network storage areas will be treated like school lockers. School and IT authorities have the right to review and monitor all information stored on the network.

Using the network to access, or to attempt to access, the accounts of others, or to penetrate, or attempt 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.

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.

Interference with or disruption of other network users, network services, or network equipment is prohibited, unless the user is connected to the "Guest" wireless account.

Using or attempting to use a teacher's credentials to access network resources or the internet is prohibited. Other uses that the Superintendent/designee may find unacceptable are prohibited.

Using electronic resources, including, but not limited to, network access, internet access, digital cameras, tablets (i.e., Windows mobile devices, iPod Touch, Palm, etc.), personal communication devices (i.e., cell phones, pagers, messaging devices, telephones, digital recorders), MP3 players, iPods, USB flash drives, email, computers, and laptops are prohibited, unless student has permission from the classroom teacher where the electronic resource will be used.

The following are examples of unacceptable use of telecommunications/electronic communications and students must not attempt to:

- Use or share another individual's username and password
- Leave computer unattended while logged on
- Read, create, send and/or receive email unless using a District-provided email account.
- Access, download, store, send, or display text, images, movies, or sounds that contain pornography, obscenity, or language that offends or degrades others
- Use social network sites including, but not limited to, twitter.com, facebook.com, chat rooms, etc.
- Video streaming not related to educational purposes or curriculum set by the school or District
- Download music or videos not authorized by the school or District
- Install services or electronic file sharing mechanisms
- · Access, modify, harm, or destroy another user's data
- Attempt to send or send anonymous messages of any kind or pretend to be someone else while sending a message
- 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)
- Post personal information about self or others, sharing confidential information about students or employees
- Agree to meet with anyone met online
- Intentionally waste limited resources
- Bypass the filtering by use of anonymous proxies or unauthorized proxies and services
- Download and/or install games, software, tools, or any executable file.
- Connect to any unauthorized wireless access point or internet service provider

All users must read and be familiar with the IT Policies and Procedures handbook. A copy can be found on the District website at <a href="http://suwannee.schooldesk.net/Departments/InformationTechnology/tabid/7270/Default.aspx">http://suwannee.schooldesk.net/Departments/InformationTechnology/tabid/7270/Default.aspx</a>.

## SECTION IV: DISCIPLINARY INTERVENTIONS

**Key:** (\*) Some disciplinary interventions require restitution for damages or the payment of a fee. Any fees from counseling on anger management, substance abuse, tobacco education, prevention, or treatment programs that are stipulated in a student's alternative placement or alternative to suspension plan, as part of a disciplinary action, are the responsibility of the student and parent/guardian.

Administrative Placement (Due to Felony Charges) – Any student charged with a felony off campus or a delinquent act which allegedly occurred on property other than public school property which would be a felony if committed by an adult may be subject to suspension and administrative placement by the Superintendent/designee into an alternative setting if that incident is shown, in an administrative hearing, to have an adverse impact on the educational program, discipline, or welfare in the school in which the student is enrolled. Any felony that occurs on campus will be addressed by the school through the Student Conduct and Discipline Code, regardless of whether the felony is pursued criminally through the state attorney. [§1006.09(2), Florida Statutes] An adverse impact administrative hearing for an ESE student with a disability must be part of the discipline review procedures described in the subsection ESE: Suspensions and Expulsions.

Alternative Disciplinary Placement (in Lieu of Expulsion) – Alternative disciplinary programs are those programs that are longer than ten days in duration and are designed to serve students who are disruptive in the traditional school environment. Any student who is recommended for expulsion may be considered for placement, if available, by the School Board or hearing officer, in an alternative educational setting in lieu of expulsion. Placement in an alternative disciplinary setting will

involve a strict behavioral and attendance contract. In the event that either contract is violated, the expulsion goes into effect without further request for leniency from the School Board. [State Board Rule 6A-6.0527]

Behavioral Contract (School Imposed)\* – A behavior contract is an agreement in which the student must follow specific administrative directions in order to regain privileges. A student may be placed on a behavior contract for serious misconduct or for repeated misconduct at the principal's discretion provided the student's parent/guardian is notified promptly in writing.

Bus Suspension/Expulsion – 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 II or Level III offenses may result in an out-of-school suspension. Level III and Level IV 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]

Confiscation of Unauthorized Materials/Objects/Contraband — A student in possession of unauthorized materials, objects, or contraband may have items confiscated and returned only to parent/guardian. Illegal contraband will be delivered to the School Resource Officer and may be used as evidence. School will not be held responsible for items that are confiscated.

Corporal Punishment – The moderate use of paddling in front of a certified adult witness by a principal/administrator may be necessary to maintain discipline or to enforce school rules. Parents/guardians may opt out to prohibit corporal punishment as a disciplinary intervention by signing and returning the consent/authorization form in this Student Conduct and Discipline Code. [§§1003.32(1)(k), 1002.20(4), and 1003.01(7), Florida Statutes]

Counseling – Administrators may refer a student with behavior problems to school guidance counselors as a disciplinary action. Information about alcohol/other drugs counseling and rehabilitation/re-entry programs is available, upon request, from school-based guidance counselors, or the SCSD Student Services Department.

**Detention** — A student may be detained for disciplinary reasons for an extended length of time after school upon notification of the student's parent(s)/guardian(s) at least 24 hours in advance. Reasonable detention of a transported student during non-instructional time shall be permitted for a maximum of 25 minutes during any school day. Students are required to bring and perform school work. Failure to attend an assigned detention will result in an appropriate consequence. [§§1001.10, 1001.42, 1006.07, and 1006.13, Florida Statutes]

Expulsion – Expulsion is the removal of the right and obligation of a student to attend a public school and participate in other school activities. Any student who was previously recommended for expulsion may be brought to the School Board for expulsion for any Level III or Level IV offense. [§§1006.07 and 1006.09, Florida Statutes]

In-School Suspension (ISS) — A student is temporarily removed from the student's regular school program and placed in an on-site alternative program for a period not to exceed ten consecutive days. Students are to complete coursework during the ISS assignment. [§§1003.01 and 1006.07, Florida Statutes]

Loss of Privileges — A student receiving two out-of-school suspensions shall lose privileges accorded students in good standing with the SCSD. The loss of privileges may include:

- · Driving or parking on any SCSD property
- Attendance and participation in extracurricular activities
- Attendance and participation in co-curricular activities
- Out-of-zone waiver

Mandatory Parent Conference — Administrators may require a parent conference in order to prevent a student's behavior from rising to a level that may result in serious consequences.

No Contact Orders\* – When a student has been adjudicated guilty, delinquent, or has adjudication withheld for felony violations of certain crimes as outlined in Florida Statutes, the juvenile court may issue a no contact order requiring that the student refrain from attending the same school or riding the same school bus as the victim or victim's siblings at the expense of the adjudicated student. [§1006.13(5)(a-d), Florida Statutes]

Other Appropriate Interventions - Other interventions may be imposed at the discretion of the school principal.

Out-of-District Expelled Students – Any student, who has been expelled from another school district, shall not be permitted to transfer, enroll, or be admitted to a SCSD school. This prohibition shall be in effect for the period of time which the student was expelled from the out-of-county school district. [§1006.07(1)(b), Florida Statutes]

Parental Contact - When a student's actions require a school discipline referral, the parent/guardian will be notified by written or verbal communication.

Problem Solving Team\* - The Problem Solving Team uses the Multi Tiered Student Support Service (MTSSS). The Problem Solving Teams are small groups of educational professionals who work together to provide and/or coordinate specific targeted evidenced-based interventions for a student regarding academic, attendance, or behavioral concerns. School personnel or parents/guardians may initiate the MTSSS process to discuss a problem and possible interventions that would assist the student in becoming more successful in the school environment. Classroom interventions and/or community-based agencies may be utilized. Guidance counselors usually provide the leadership for these meetings.

Restitution\* - Students will be required to pay for any and all damages resulting from his/her actions while on school grounds, school transportation, or at a school sponsored activity.

Search, Seizure, and Detainment – A school principal or a school employee designated by the principal, if she or he has reasonable suspicion that a prohibited or illegally possessed substance or object is contained within a student's locker or other storage area, may search the locker or storage area. This subsection does not prohibit the use of metal detectors or specially trained animals in the course of a search for illegally possessed substances or objects. Other student storage areas include, but are not limited to, lockers, vehicle, purse, backpack, and other personal possessions. If the student refuses to comply, the principal/designee may detain the student until law enforcement and/or the student's parents/guardians are called. These are safety precautions to provide a safe and healthy school in which to learn. [§§1006.09(9) and 1001.43(1)(e), Florida Statutes]

Suspension – The temporary removal of a student from the regular school program shall be for a period not to exceed ten school days per suspension. The Superintendent may impose additional days in order to schedule an expulsion hearing. [§§1006.07 and 1006.09, Florida Statutes]

The burden for make-up work from a suspension is consistent with that for all absences. A high school student who receives a suspension shall have the suspension count as an unexcused absence.

A student receiving a suspension may not participate in any SCSD activity or extra-curricular activity or be on any SCSD property during the suspension. Any student who is currently suspended or who has been expelled and who enters or remains upon any SCSD facility commits a trespass and is guilty of a misdemeanor of the second degree. [§810.097(1)(b), Florida Statutes] Violation of suspension guidelines may result in the issuance of a trespass warrant, referral to law enforcement, and/or additional suspension days. Further restrictions may apply based on Loss of Privileges guidelines (see Loss of Privileges).

A student who receives a suspension, which results in expulsion, shall lose any rights afforded under the suspension/attendance rules. Any student who commits an act on school grounds or on a school bus which results in suspension during the last week of school shall be suspended for the remaining number of days of the suspension period when school opens the following year. Any student who is suspended for the fourth time in a school year may be referred to the Superintendent for possible expulsion. All suspensions received from within or outside the District during the current school year will count toward the four suspension rule.

Threat Assessment — When a direct or indirect verbal comment or unusually intense physical contact with a degree of violence is committed by a student, the school site leadership team will determine whether or not to proceed with a threat assessment. The assessment will consist of obtaining information from the student and the parent/guardian by Student Services personnel that may include the school psychologist or school guidance counselor and school based personnel such as administrators and teachers. If, after the threat assessment, the threat has been determined to have impact on the safety of students and/or school personnel appropriate disciplinary action will result which could include alternate placement, suspension, or expulsion. A threat assessment for a student with an ESE disability must be a part of the discipline review procedures.

Tobacco Violation – Possession or use of tobacco products on School Board property may result in a suspension. The School Resource Officer/Deputy may write a civil citation for possession of tobacco by a minor. A law enforcement official may issue a citation to any person found smoking tobacco on school grounds. Such non-criminal violations are punishable by fine of not more than \$100 for the first violation and not more than \$500 for each subsequent violation. [§§386.204 and 386.212, Florida Statutes]

Use of Reasonable Force – The law allows school personnel to use reasonable force for self-protection or to protect other students from disruptive students, and to prevent disruption of the orderly conduct of the school. [§§1006.09, 1003.32, and 1006.11, Florida Statutes]

Warning/Verbal Reprimand – A student will meet with an administrator, discuss the infraction, be advised as to an acceptable action that could have been taken, and warned of future consequences if unacceptable actions continue.

Work Assignment/Work Detail – A student may be assigned some form of physical activity, often involving cleaning or beautification of school property.

#### INFRACTIONS: LEVEL I

Any serious and/or repeated Level I infractions may be considered as Level II-IV infractions. Level I offenses committed in a more serious, harmful, or disruptive manner may be considered Level II-IV infractions. The following Level I infractions are prohibited:

- Attendance Rules Violations/Skipping Willful disobedience of District and/or school attendance rules. The law requires mandatory school attendance until the age of 16. If a student arrives at school and then leaves campus without school permission, the student is unexcused and truant and the school must take disciplinary action. [§1003.21, Florida Statutes]
- Bus Misconduct Willful disobedience of one or more of the bus rules or school rules. If the bus infraction is deemed to be serious, it may result in suspension from school.
- Cheating Willful or deliberate unauthorized use of the work of another person for academic purposes, or inappropriate use of notes or other material in the completion of an academic assignment or test. A student who is found to have cheated on a school assignment will not receive credit for that assignment and will be disciplined in accordance with the Student Conduct and Discipline Code. When grade reduction is determined to be the appropriate disciplinary measure, the student's parent/guardian shall be notified.
- **Defacing or Failure to Account for Materials** Willful destruction or loss of textbooks, media, or other school owned materials. Failure to pay for lost or damaged books/materials may result in loss of privileges. [§1006.42(1), Florida Statutes]
- **Disrespect of Minor Nature** Conduct or behavior that lacks regard, civility, politeness, and/or courteous consideration for a person or group of persons. This may include, but is not limited to, teasing, name calling, gossiping, spreading or starting rumors, and purposely embarrassing or humiliating another person.
- Dress Code Violation Extreme or repeated non-conformity to the established dress code (see Section III: Dress Code).
- Inappropriate Conduct or Behavior Conduct or behavior that interferes with or disrupts the orderly process of the school environment, a school function, transportation, or extracurricular/co-curricular activity. This includes, but is not limited to, a public display of affection, minor classroom disruption, bringing unauthorized electronic equipment, animals, or other materials to school.
- Plagiarism The use of ideas or words of another as one's own; work presented as new and original, an idea, or product derived from an existing source. A student who is found to have plagiarized on a school assignment will not receive credit for that assignment and will be disciplined in accordance with the Student Conduct and Discipline Code. When grade reduction is determined to be the appropriate disciplinary measure, the student's parent/guardian shall be notified.
- Prohibited Sales Items brought to school for the purpose of a sale unrelated to an approved school activity.
- Tardiness Late arrival to school or class without valid documentation from parent/guardian or authorized school personnel. Repeated tardiness may be considered habitual truancy (see Section III: Attendance Rules).
- Vehicle Violation Failure to adhere to the District and school vehicle guidelines

#### INFRACTIONS: LEVEL II

Any serious and/or repeated Level II infractions may be considered as Level III-IV infractions. Level II offenses committed in a more serious, harmful, or disruptive manner may be considered Level III-IV infractions. The following Level II infractions are prohibited:

- Abusive, Profane, Obscene Language/Materials Use of either oral or written language, electronic messages, gestures, objects, or pictures which are disrespectful or socially unacceptable and which tend to disrupt the school environment, a school function, or an extracurricular/co-curricular activity.
- Careless or Malicious Action Action that results in the injury of person(s) or damage to property.
- Cell Phones and/or any Electronic Communications Devices Failure to adhere to the District and school cell phone guidelines (see Section III: Cell Phones).
- Combustibles/Minor Bringing or possessing, lighters, or matches on school grounds, transportation, or at a school related activity.
- Contraband Materials Include, but are not limited to, ammunition, laser instruments, electronics (not including calculators). The possession, use, sale, and/or distribution of contraband materials on school grounds, school sponsored events, and/or on school transportation is prohibited. The school will not be held responsible for lost or stolen contraband materials. [§1006.07(2)(e), Florida Statutes]
- Defiance of Authority, Willful Disrespect, or Interference with School Authority Non-verbal refusal to comply with school rules or directions from school authority, refusal to identify one's self, giving false information, or disrespect of school authority on or off campus. [§§1006.08(1), 1006.09, and 1006.09(1)(c), Florida Statutes]
- **Disrespect** Conduct or behavior which demeans, degrades, antagonizes, humiliates, or embarrasses a person or group of persons. This includes, but is not limited to, hurtful acts, words, or other behavior committed by one or more students against another.
- Fighting When two or more persons mutually participate in use of force or physical violence that requires either 1) physical restraint or 2) results in injury requiring first aid or medical attention. (SESIR)
- Medication Policy Violation Refer to Section III: Medication/Health Procedures. [§1006.062, Florida Statutes]
- Missed Detention Non-attendance at an assigned detention.
- Physical Altercations Physical conflicts between two or more persons that do not require physical restraint or cause injury, at principal's discretion, without regard to who was the original aggressor.
- Technology Violation Using technology in a manner that is inappropriate, but is not harmful or destructive (see Section III: Technology).
- Theft of a Minor Nature Unauthorized taking, carrying, riding away, or concealing the property of another person without threat, violence, or bodily harm. Items under this heading would have a replacement value of less than \$300. [§812.014, Florida Statutes]
- Trespassing To enter or remain on school grounds/campus, school transportation, or at a school sponsored event/off campus without authorization or invitation and with no lawful purpose for entry. [(SESIR); §810.097, Florida Statutes]
- Unauthorized Assembly, Publications, Petitions, Electronic Message Demonstrations and/or petitions by students, or possession and/or distribution of unauthorized publications, including misuse of electronic messages which interfere with the orderly process of the school environment, a school function, or extracurricular activity.
- Vandalism of a Minor Nature Intentional destruction, damage, or defacement of public or private property, real or personal, without consent of the owner or the person having custody or control of it. Damage must be valued at less than \$1,000, including time and labor to be considered under this heading.

## INFRACTIONS: LEVEL III

Any serious and/or repeated Level III infractions may be considered as Level IV infractions. Level III offenses committed in a more serious, harmful, or disruptive manner may be considered Level IV infractions. The following Level III infractions are prohibited and violators will be subject to school disciplinary interventions and possible criminal prosecution:

- Alcohol Violation of laws or ordinances prohibiting the manufacture, purchase, transportation, possession, or use of intoxicating alcoholic beverages. The student or substance may be subject to testing. [I: 1 (SESIR); §§1006.07 and 1006.09, Florida Statutes]
- Breaking and Entering/Burglary Unlawful entry into or remaining behind in or on school property or at school sponsored activities, with the intent to commit a crime, even if no force was used to gain entry. [(SESIR); §§810.02, 810.08, 810.09, and 810.097, Florida Statutes]
- Bullying See Section III: Bullying and Other Forms of Aggression. [(SESIR); §1006.147, Florida Statutes]
- Dangerous Instruments Possession, distribution of materials, paraphernalia, or items that are dangerous. Possession of a dangerous instrument may be considered under this heading if there has been no threatening or intimidating display of the dangerous instrument. Dangerous instruments shall include, but not be limited to, clubs, blow guns, chains, pipes (any length, metal, or otherwise), ice picks, or other pointed instruments, nunchakas, Chinese stars, pepper spray, mace, laser instruments, common pocketknives, BB guns, pellet guns, paintball guns, air soft guns, slingshots, imitation weapons, or firearms made of plastic, metal, wood, or any other material which may be used in a harmful manner. Students shall be prohibited from carrying or concealing items considered to be dangerous instruments while on school grounds, buses, in school buildings, at school sponsored events, and vehicles parked on school grounds or adjacent

thereto for school related activities. A pocketknife shall be defined as a folding knife with a blade less than four inches. If a student unintentionally brings a pocketknife to school or to a bus stop, the student should immediately turn it over to school officials upon boarding the bus or arrival on school grounds. The principal will decide what action is to be taken. A student may be suspended for two days and be recommended for expulsion from school for possession of a dangerous instrument. [§1001.43, Florida Statutes]

Note: Dangerous instruments used in a threatening or intimidating manner may be considered a Level IV infraction. A threat to use a dangerous instrument on school grounds, on school sponsored transportation, or at any school sponsored activity is prohibited. [I: 27 (SESIR)]

- **Disruption on Campus/Major** Any act that substantially disrupts the orderly conduct of a school function, the orderly learning environment, or poses a threat to the health, safety, and/or welfare of students, staff, or others. [(SESIR); §§1006.09 and 1006.145, Florida Statutes]
- Drugs/Excluding Alcohol Using, possessing, or being under the influence of any controlled drug, illegal, or narcotic substance or any substances represented to be a drug, narcotic, controlled substance, or drug paraphernalia. The student or substance may be subject to testing. Elementary school principals shall try to determine intent in cases involving student possession prior to enforcing a suspension. [(SESIR); §§1001.43, 1006.07, and 1006.09, Florida Statutes]
- Drugs/Over-the-Counter Use, possession, or distribution of over-the-counter or mood-altering substances, or any substances represented as drugs or drug paraphernalia. Repeated incidents will be handled as a Level IV infraction. Students on medication must abide by established District procedures (see Section III: Medication/Health Procedures).
- Felony Charges/Off Campus See Section IV: Administrative Placement. [(SESIR); §1006.09 (2), Florida Statutes]
- Fireworks Bringing, possessing, or using fireworks on school grounds, transportation, or a school related activity. This infraction could be considered under Level IV: Bomb Threats/Explosives. The fireworks may be considered as explosives if they meet the statutory definition. [(SESIR) for major fireworks; §791.001, Florida Statutes]
- Four Suspensions Any student who is suspended for the fourth time in a school year may be referred to the Superintendent for possible expulsion. All suspensions received from within or outside the District during the current school year will count toward the four suspension rule.
- Gang-Related Activity See Section III: Gangs and Gang-Related Activity. [Gang Related Activity or (SESIR) Gang Activity]
- Harassment Any willful and/or deliberate work or act (including racial comments), of a serious nature based upon race, color, religion, sex, gender, age, national or ethnic origin, political beliefs, marital/family status, disability or disabling condition, social or family background, or harassment for any other reason. [(SESIR)]
- Hazing 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. This includes but is not limited to: pressuring, coercing, or forcing a student to participate in illegal or dangerous behavior, or any brutality of a physical nature, such as whipping, beating, branding, or exposure to the elements. [(SESIR)]
- Other Major Any serious, harmful incident resulting in the need for law enforcement intervention not previously classified. Other major includes, but is not limited to, producing/knowingly using counterfeit money, gambling, pornographic materials, forgery, false accusations on employee, etc. Gambling refers to the act of taking a risk or betting on the outcome of an event, or any game of chance with something of value. Forgery refers to the act of falsely making, writing, or materially altering, with intent to defraud. [(SESIR)]
- Physical Attack An actual and intentional striking of another person against his/her will, or the intentional causing of bodily harm to an individual. [(SESIR)]
- Sexual Offenses Any willful and/or deliberate act committed with the intention of promoting sexual favors, or any lewd or lascivious act. Any unsolicited sexual proposal, consensual sex or physical conduct of a sexual nature, offensive touching of another person, any act of indecent exposure, obscenities such as phone calls or other communication are included under this heading, as well as, the unlawful manufacturing, publishing, selling, buying, or possessing materials including, but not limited to, literature, photographs, or media from electronic devices. [(SESIR)]
- Technology Violations Inappropriate use, distribution of illegal or improper material, modification, or intentional destruction of hardware, software, or data (see Section III: Technology Student Acceptable Telecommunications/ Electronic Communications Use Policy and Agreement).
- Theft/Larceny Act of taking, carrying, leading, riding away, or concealing the property of another person without threat, violence, or bodily harm. Items under this heading would have a replacement value of \$300 or more. [(SESIR)]
- Threat/Intimidation/Extortion/Retaliation To place another person in fear of bodily harm through verbal threats without displaying a weapon or subjecting the person to actual physical attack. Threatening any School Board employee shall be considered a Level IV infraction. Threats and implied threats, verbal or written, even if within an academic assignment or stated in humor, will be taken as an actual threat. Retaliation is knowingly engaging in conduct that causes bodily injury to another student or damages the tangible property of another student, or threatens/attempts to do so, with the intent to get revenge against the other student. [(SESIR); §914.23, Florida Statutes]

• Tobacco\* - The possession, use, distribution, or sale of tobacco/nicotine products on school grounds, school sponsored events, and school transportation by any student. Violators may be subject to non-criminal fines and may be required to complete a School Board approved Tobacco Education Program. A law enforcement official may issue a citation to any person found smoking tobacco on school grounds. Such non-criminal violations are punishable by a fine of not more than \$100 for the first violation and not more than \$500 for each subsequent violation. [(SESIR) under 18 only; §§386.212, 386.204, and 386.208, Florida Statutes]

Note: Possession or use of electronic cigarettes is considered a violation of this Student Conduct and Discipline Code.

• Vandalism — Intentional destruction, damage, or defacement of public or private property, real or personal, without consent of the owner of the person having custody or control of it. Damage must be valued at \$1,000 or more, including time and labor to be considered under this heading. [(SESIR)]

#### INFRACTIONS: LEVEL IV

Any serious and/or repeated Level I-III infractions may be considered as Level IV infractions. Level I-III offenses committed in a more serious, harmful, or disruptive manner may be considered a Level IV infraction. The following Level IV infractions are prohibited and violators will be subject to school disciplinary interventions and possible criminal prosecution:

- Alcohol Violation of laws or ordinances prohibiting the distribution, manufacture, sale, purchase, transportation, or use of any intoxicating alcoholic beverages. The student or substance may be subject to testing. [(SESIR)]
- Arson To intentionally damage or cause to be damaged, by fire or explosion, any dwelling, structure, or conveyance, whether occupied or not, or its contents. [(SESIR)]
- Assault or Battery on Specified Official or Employee Committing an assault, aggravated assault, or battery upon an employee of the SCSD when the person committing the offense knows or has reason to know the identity or position or employment of the victim. An assault is an intentional, unlawful threat by word or act to do violence to the person of another, coupled with an apparent ability to do so, and doing some act which creates a well-founded fear in such other person that such violence is imminent. [§§784.011 and 784.081, Florida Statutes]
- Battery Physical use of force or violence by an individual against any other individual when the force or violence is carried out against a person who is not fighting back. [(SESIR)]
- Bomb Threats/Explosives Any communication which has the effect of threatening an explosion to do malicious, destructive, or physical harm to school property or bodily harm to the person(s) in or on that property or attending a school function or extracurricular activity. This includes, but is not limited to, threat by telephone, telecommunications/ electronic communications, spoken word, or written word. Also prohibited are preparing, possessing, using, or igniting destructive or explosive devices on school property or at a school function or extracurricular activity. Destructive device means any bomb, grenade, mine, rocket, missile, pipe bomb, or similar device containing an explosive, incendiary, or poison gas and includes any frangible container filled with an explosive, incendiary, explosive gas, or expanding gas, which is designed or so constructed as to explode such filler and is capable of causing bodily harm or property damage. An explosive is any chemical compound or mixture that has the property of yielding readily to combustion or oxidation upon application of heat, flame, or shock, including, but not limited to, dynamite, nitroglycerin, trinitrotoluene, or ammonium nitrate when combined with other ingredients to form an explosive mixture, blasting caps, detonators, and fireworks. [(SESIR)]
- Boycotts/Riots/Sit-Ins/Walkouts/School Disruption The willful act of inciting, leading, or participating in any disruptive act (including gang related activities, organized skip day, strike) that interferes with the educational process; results in significant damage or destruction to public or private property (including electronic communication devices); causes personal injury to participants and others; or otherwise poses a threat to the health, safety, and/or welfare of students, staff, or others. By statute, criminal penalties may also be imposed. [(SESIR)]
- Drugs-Excluding Alcohol Distribution, use cultivation, manufacture, sale, purchase, possession, or repeated incidents of any controlled drug, narcotic substance, or any substances represented to be drug, narcotic, or controlled substance. The student or substance may be required to be tested. [(SESIR)]
- False Accusations Any student intentionally making false accusations against a member of the school staff that could jeopardize that employee's employment, professional reputation, or certification may be subject to expulsion.
- False Reports Making a false report, with intent to deceive, mislead, or otherwise misinform any person, concerning the placing or planting of any bomb, dynamite, other deadly explosive, or weapon of mass destruction as defined in Florida Statute §790.166. [(SESIR); §§790.163 and 1006.07(2)(1), Florida Statutes]
- Firearms The possession, use, or control of any firearm (operable or inoperable, loaded or unloaded), is prohibited. Firearm means any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm

silencer; any destructive device; or any machine gun. The term firearm does not include an antique firearm unless the antique firearm is used in the commission of a crime. [§790.001(6), Florida Statutes] By statute, criminal prosecution may also result. The SCSD will not tolerate firearms of any nature being taken on school property, transportation, or at any school function, whether on or off the school campus, in any manner at any time, and considers this notice as fair warning to all concerned of the serious consequences for violations of this policy. [(SESIR); §§1006.07(2)(k), 790.162, and 790.163, Florida Statutes]

- Homicide The unjustified killing of one human being by another. [(SESIR)]
- Kidnapping/Abduction Forcibly, secretly, or by threat, confining, abducting, or imprisoning another person against his/her will and without lawful authority. [(SESIR)]
- Robbery Taking or attempted taking of anything of value that is owned by another person or organization, under the confrontational circumstances of force or violence and/or by putting the victim in fear. [(SESIR)]
- Sexual Assault Any incident that includes a threat of: rape, fondling, indecent liberties, child molestation, or sodomy. Both male and female students can be victims of sexual assault. The threat must include intent, fear, and capability to meet the definition. [(SESIR)]
- Sexual Battery Any sexual act or attempt directed against another person, forcibly and/or against the person's will including persons incapable of giving consent because of age or because of temporary or permanent mental incapacity. This level warrants calling law enforcement. [(SESIR)]
- Sexual Harassment Unwanted, sufficiently severe, persistent, pervasive or repeated, verbal or physical sexual behavior which is offensive and objectionable to the recipient that causes discomfort or humiliation or otherwise affects an individual's educational opportunities. Any slur, innuendo, or other verbal or physical conduct reflecting on an individual's gender which has the purpose of creating an intimidating, hostile, or offensive educational environment; has the purpose or effect of unreasonable interference with an individual's work or school performance or participation; or otherwise affects an individual's educational opportunities is prohibited. By statute, criminal penalties may also be imposed. Included in this definition is an incident when one person demands a sexual favor from another under the threat of physical harm or adverse consequence. [(SESIR); §1006.07(2)(i), Florida Statutes]
- Threat/Intimidation/Harassment/Retaliation toward Employees/Volunteers Any threat by a student through word or act, to do violence to a school employee/volunteer on or off campus, or damage to property of a school employee/volunteer, coupled with an apparent ability to do so, and creating a well-founded fear in the school employee/volunteer that violence is imminent. By statute, criminal penalties may also be imposed. Retaliation is knowingly engaging in conduct that causes bodily injury to a school employee/volunteer or damages the tangible property of a school employee/volunteer, or threatens/attempts to do so, with the intent to get revenge against the school employee/volunteer. [(SESIR); §§784.081 and 914.23, Florida Statutes]
- Weapon, Electric Weapon or Device, Dart-Firing Gun The possession, use, or control of any sword, sword cane, weapon, electric weapon or device, or dart-firing gun, (whether operable, inoperable, loaded or unloaded), razor blade, box cutter is prohibited. Weapon means any dirk, metallic knuckles, slingshot, billie, tear gas gun, chemical weapon or device, or other deadly weapon except a common pocketknife, plastic knife, or blunt-bladed table knife. Electric weapon or device means any device which, through the application or use of electrical current, is designed, redesigned, used, or intended to be used for offensive or defensive purposes, the destruction of life, or the infliction of injury. Dart-firing stun gun means any device having one or more darts that are capable of delivering an electrical current. Bringing a weapon, electric weapon or device, or dart-firing gun to school, any school functions, or onto any school sponsored transportation is prohibited. The SCSD will not tolerate weapons of any nature being taken on school property or at any school sponsored activity, whether on or off the school campus, in any manner at any time, and considers this notice as fair warning to all concerned of the serious consequences for violations of this policy. By statute, criminal prosecution may also result. [(SESIR); §8790.001 and 790.115, Florida Statutes]

Note: It is the expressed policy of the SCSD that no firearm or weapon of any nature, including a firearm used for recreational activities such as hunting or target practice, shall be brought upon a school campus, other property owned or maintained by the SCSD, or property designated for school activities. Violation of this policy may result in expulsion from school for the minimum of one calendar year.

Note: Simulating a firearm or weapon while playing (unless it substantially disrupts student learning, causes bodily harm to another person, or places another person in reasonable fear of bodily harm) or wearing clothing or accessories that depict a firearm or weapon or express an opinion regarding a right guaranteed by the Second Amendment to the United States Constitution is not grounds for disciplinary action or referral to the criminal justice or juvenile justice system. (§1006.13 Florida Statutes).

#### INTERVENTIONS: LEVEL I - IV

	INTERVENTIONS									
LEVEL I	LEVEL II	LEVEL III	LEVEL IV							
<ul> <li>Bus suspension</li> <li>Conference with student</li> <li>Confiscation of unauthorized materials, etc.</li> <li>Corporal punishment</li> <li>Detention</li> <li>Grade reduction (cheating or plagiarism only)</li> <li>Loss of privileges</li> <li>Other appropriate intervention</li> <li>Parent contact</li> <li>Parent mandatory conference</li> <li>Problem solving team</li> <li>Restitution</li> <li>Suspension (in-school)</li> <li>Suspension (out-of-school)</li> <li>Threat assessment</li> <li>Warning/verbal reprimand</li> <li>Work assignment/work detail</li> </ul>	<ul> <li>Behavioral contract</li> <li>Conference with student</li> <li>Confiscation of unauthorized materials, etc.</li> <li>Corporal punishment</li> <li>Detention</li> <li>Law enforcement intervention</li> <li>Loss of privileges</li> <li>Other appropriate intervention</li> <li>Parent contact</li> <li>Parent mandatory conference</li> <li>Problem solving team</li> <li>Restitution</li> <li>Suspension (bus)</li> <li>Suspension (out-of-school)</li> <li>Threat assessment</li> <li>Work assignment/work detail</li> </ul>	Administrative placement (due to felony off campus) Alternative disciplinary placement Behavioral contract Conference with student ESE – change in placement Expulsion Expulsion (bus) Other appropriate intervention Parent mandatory conference Problem solving team Referral to law enforcement Restitution Suspension (bus) Suspension (out-of-school) Threat assessment	<ul> <li>Administrative placement (due to felony off campus)</li> <li>Alternative disciplinary placement</li> <li>Expulsion</li> <li>Interventions consistent with Florida Statute</li> <li>Referral to law enforcement</li> <li>Suspension</li> </ul>							

Any student found to have committed a Level IV infraction on school property, school sponsored transportation, or during a school sponsored activity shall receive a ten day suspension. In addition:

- Students found to have committed Level IV infractions may be subject to either alternative placement in a disciplinary program or expulsion from school for up to one year. A placement to opportunity school may shorten the 10-day suspension for a successful staffing.
- In addition, SCSD's zero tolerance policy and Florida Statute's zero tolerance on school violence, crime, and the use of weapons are part of a comprehensive approach to reducing school violence and crime. Students shall be subject to interventions consistent with the SCSD policy and Florida Statutes. [§1006.13, Florida Statutes]

Note: The SCSD may assign the student to a disciplinary program for the purpose of continuing educational services during the period of expulsion. The Superintendent may consider the one year expulsion for Level IV infractions on a case-by-case basis and request that the School Board modify the requirement by assigning the student to a disciplinary program or second chance school if it is determined to be in the best interest of the student and the school system (see Section V: Due Process). At the elementary level, a probationary plan may be implemented in lieu of expulsion.

## **SECTION V: DUE PROCESS**

In order to protect student rights, certain procedures are followed with regard to major disciplinary actions. These procedures are developed as suggested or required by law or regulation.

## **DUE PROCESS 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. 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.
- 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, of the minor student, or the adult 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 in writing to the student's parent/guardian and to the Superintendent/designee. Any suspension notice to an adult student, or the parent/guardian, or custodian of a minor 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 A student who is transported to and from school at public expense may be suspended from riding a school bus by a principal for a period not to exceed ten school days. Written notice shall be given immediately to the student's parent/guardian and to the Superintendent. A student who is 18 years of age shall be given written notice directly and a copy thereof sent to the Superintendent.
- Step 7 The principal shall conduct an administrative hearing when a student is formally charged with a felony by a proper prosecuting attorney to determine if the incident has an adverse impact on the educational program, discipline, or welfare of the school in which the student is enrolled. The information shall be provided to the Superintendent who shall determine the length of the suspension by 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.
- Step 8 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 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 an adult student, or the parent/guardian, or custodian of a minor 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 student's parent/guardian or the adult 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 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, as designated depending on circumstances leading to expulsion, which will act on the Superintendent's recommendation for expulsion.
- Step 10 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 their 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 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 their 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 CALENDAR FOR SCHOOL YEAR 2016-2017

July 2016						
4 <sup>th</sup> Holiday					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	

January 2017							
2 <sup>nd</sup> – 3 <sup>rd</sup> Winter Break 11 <sup>th</sup> End of Quarter 2 13 <sup>th</sup> Teacher Work Day	. 2	<b>\</b>	4.	5	6		
	9	10	11	12	<b>)</b> !\$(		
16th MLK Day	16	17	18	19	20		
	23	24	25	26	27		
	30	31					

August 2016					
9th-15th Preplanning	1	2	3	4	5
16th Students Begin	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		

February 2017								
1ª PD Day 20th Presidents Day			1	2	3			
	6	7	8	. 9	10			
	13	14	15	16	17			
	20	21	22	23	24			
	.27	28						

September 2016						
5th Labor Day Holiday				1	2	
14 <sup>th</sup> PD Day	5	6	7	8	9	
}	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	

March 2017							
1st County PD Day 13th–17th Spring Break 28th End of Quarter 3			1	2	3		
	6	7	8	9	10		
	13.	14	15	<b>X</b>	$\mathbb{X}$		
	20	21	22	23	24		
·	27	28	29	30	31		

October 2016						
5 <sup>th</sup> PD Day 18 <sup>th</sup> End of Quarter 1 21 <sup>st</sup> Teacher Work Day	3	4	ঠ	6	7	
	10	11	12	13	14	
Li Politica Hork Day	17	18	19	20	$\mathbb{Z}$	
	24	25	26	27	28	
	31					

April 2017					
5 <sup>th</sup> Teacher Work Day 14 <sup>th</sup> Good Friday	3	4	≫≲	6	7
	10	11	12	13	$\bowtie$
	17	18	19	20	21
	24	25	26	27	28

November 2016					
2 <sup>nd</sup> PD Day 11 <sup>th</sup> Veterans Day 21 <sup>st</sup> -25 <sup>th</sup> Thanksgiving		1	12	3	4
	7	8	9	10	11
EI CO IMMIOGIVING	14	15	16	17	18
	21	22	23	24	25
	28	29	30		-

May 2017					
3rd PD Day 29th Memorial Day	1	2	/3	4	5
	В	9	10	11	12
	15	16	17	18	19
	2.2	23	24	25	26
	29	30	31		

December 2016					
7th PD Day				1	2
21 <sup>st</sup> Early Release 22 <sup>nd</sup> -30 <sup>th</sup> Winter Break	5	6	1	8	9
l control product	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

June 2017					
1 <sup>st</sup> -2 <sup>nd</sup> Early Release 2 <sup>nd</sup> End of Quarter 4 2 <sup>nd</sup> Students Last Day 5 <sup>th</sup> -6 <sup>th</sup> Post Planning				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.

 $\boxtimes$ 

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).

10.0

Holidays for ALL employees and students.

SCSB Approved 02/23/2016

<sup>\*</sup>Early Release days may be subject to change with prior notice

## SUWANNEE COUNTY SCHOOL DISTRICT CALENDAR FOR SCHOOL YEAR 2016-2017

Pre-Planning: August 9-15, 2016

Post-Planning: June 5-6, 2017

#### NINE WEEK PERIODS AND REPORTING DATES

First nine weeks/term:

Progress reports will be distributed End of first nine weeks/mid 1st term

Grade reports go out

Second nine weeks/term:
Progress reports will be distributed
End of second nine weeks/end of 1st term

Grade reports go out

Third nine weeks/term:

Progress reports will be distributed End of third nine weeks/mid 2<sup>nd</sup> term

Grade reports go out Fourth nine weeks/term:

> Progress reports will be distributed End of fourth nine weeks/end of 2<sup>nd</sup> term

November 29, 2016 January 11, 2017 January 19, 2017

September 16, 2016

October 18, 2016 October 26, 2016

February 15, 2017 March 28, 2017 April 7, 2017

May 2, 2017 June 2, 2017

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

#### TEACHERS' WORKDAYS

October 21, 2016 January 13, 2017 April 5, 2017

## PROFESSIONAL DEVELOPMENT (PD) DAYS (7.25 DAYS - EXCEPT \*\*COUNTY PD DAY)

September 14, 2016 October 5, 2016 November 2, 2016 December 7, 2016 February 1, 2017 March 1, 2017\*\* May 3, 2017

## HOLIDAYS 12-Months

July 4, 2016 September 5, 2016. November 11, 2016 November 21-25, 2016 December 22-30, 2016 January 2, 2017 January 16, 2017 February 20, 2017 March 13-15, 2017 May 29, 2017

#### **HOLIDAYS** Students

September 5, 2016 January 13, 2017 September 14, 2016 January 16, 2017 October 5, 2016 February 1, 2017 February 20, 2017 October 21, 2016 November 2, 2016. March 1, 2017 November 11, 2016 March 11-19, 2017 November 17-27, 2016 April 5, 2017 December 7, 2016 April 14, 2017 May 3, 2017 December 22-31, 2016 May 29, 2017 January 1-3, 2017

#### TEACHER PAID HOLIDAYS (6)

Labor Day Veterans Day Thanksgiving Day Christmas Day

Martin Luther King Jr. Day

Presidents' Day

- Teachers will work 6 planning days (Pre-Planning/Post-Planning) as determined by the Principal.
- Paraprofessionals will work all student days, 6 professional development days, plus 5 of the following determined by the school principal: Pre Planning, Post Planning, Teacher Work Days
- Food Service and Bus Drivers work 6 professional development days as determined by supervisor.
- 10 months personnel work 196 days.
- 11 months personnel work 216 days.

5C5B approved 02/23/2016

## SUWANNEE DISTRICT SCHOOLS DIRECTORY

SCHOOLS:	
Branford Elementary School	935-5700
Guidance	
Nurse	
Branford High School	
Attendance Office	
Athletic Department	935-5620
Guidance (Grades 9-12)	
Guidance (Grades 6-8)	
Nurse	935-5609
Suwannee Elementary School	
Guidance	
Nurse	
RIVEROAK Technical College.	
Night School/Community Education	
Student Services	
Financial Aid	
Suwannee High School	
Athletic Department	647-4046
Attendance	647-4004
Guidance	
Nurse	
Suwannee Intermediate School	
Guidance	
Nurse	647-4710
Suwannee Middle School	647-4500
Guidance	
Nurse	647-4513
Suwannee Primary School	
Guidance ————————————————————————————————————	647-4307
DISTRICT DEPARTMENTS:	
Assistant Superintendent of Administration	647-4610
Assistant Superintendent of Instruction	
Elementary and Early Childhood Education	
ESE Parent Liaison	
Facilities	647-4156
Federal Programs	647-4638
Finance	647-4608
Food Service	
Home School/Virtual School	647-4243
Homeless Advocate	
Human Resources	647-4634

Information Technology	647-4100
School Board District Office	
Student Services	
Superintendent of Schools	
Transportation Office (7:00 a.m. – 4:00 p.m.)	
Transportation Shop (5:00 a.m. – 7:00 a.m. and 4:00 p.m. – 5:00 p.m.)	

#### SUWANNEE COUNTY SCHOOL BOARD



Serving The Children Of Our Community

702 – 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

> JERRY A. SCARBOROUGH Superintendent of Schools

JERRY TAYLOR

DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

#### MEMORANDUM

TO:

Jerry A. Scarborough, Superintendent of Schools AS/UTAN
Mark Carver, Director of Facilities

FROM:

THRU:

Vickie DePratter, Chief Financial Officer

Ted Roush, Assistant Superintendent of Administration TUMP

DATE:

June 8, 2016

RE:

Agenda Item for June 28, 2016, Regular Board Meeting

#### **RECOMMENDATION:**

The Superintendent recommends approval of Bid #17-204 Custodial Supply Bid be awarded to Ashford Services, Inc.

#### **BACKGROUND:**

There were (3) three bids submitted. We recommend Ashford Services, Inc. from Jacksonville, Florida, to be our provider for our custodial supplies this year. Ashford Services, Inc. had the lowest price on the majority of the items that we need. We feel purchasing all our items from one vendor is the most efficient approach.

#### SUWANNEE COUNTY SCHOOL DISTRICT



702 – 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

> JERRY A. SCARBOROUGH Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

**MEMORANDUM** 

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

TO:

Jerry A. Scarborough, Superintendent of Schools

FROM:

Elizabeth Simpson, Director of Student Services

THRU:

Vickie DePratter, Chief Financial Officer

Janene Fitzpatrick, Assistant Superintendent of Instruction

DATE:

May 31, 2016

RE:

Agenda Item for June 28, 2016, Regular Board Meeting

#### **RECOMMENDATION:**

The Superintendent recommends approval of the following forms for district use:

Form #5100-053	Severe Allergy Medical Management Plan	Revised
Form #5100-062	ADHD Action Plan	New
Form #5100-063	Asthma Emergency Action Plan	New
Form #5100-064	Blank Emergency Action Plan	New
Form #5100-065	Cardiac Emergency Action Plan	New
Form #5100-066	Cystic Fibrosis Emergency Action Plan	New
Form #5100-067	Diabetes Emergency Action Plan	New
Form #5100-068	Dysmenorrhea Action Plan	New
Form #5100-069	Gastrostomy Tube Feeding Action Plan	New
Form #5100-070	Hemophilia Emergency Action Plan	New
Form #5100-071	Allergy Emergency Action Plan	New
Form #5100-072	Sickle Cell Emergency Action Plan	New
Form #5100-073	Traumatic Brain Injury Action Plan	New
Form #5100-074	Tracheostomy Emergency Action Plan	New
Form #5100-075	V/P Shunt Emergency Action Plan	New

Jerry A. Scarborough May 31, 2016 Page Two

Form #5100-076	Dehydration (Potential) Action Plan	New
Form #5100-077	Gastrointestinal Dysfunction Action Plan	New
Form #5100-078	Kidney/Urinary Dysfunction Action Plan	New
Form #5100-079	Headache Action Plan	New
Form #5100-080	Asthma Medical Management Plan	New

#### **BACKGROUND:**

All forms have been approved by Board Attorney Leonard Dietzen. The above mentioned forms are for the purpose of school consistency and accuracy of communication among district staff, when determined medically appropriate. In a previous health plan audit, it was recommended that district forms be utilized when communicating the needs of student with appropriate staff.

ES/ro

## SUWANNEE COUNTY SCHOOL DISTRICT SCHOOL HEALTH SERVICES SEVERE ALLERGY MEDICAL MANAGEMENT PLAN

Student Name:	DOB:	Grade:	Teacher:	
Parent / Guardian:		Phone:		
Physician / Provider:		Phone:		
SEVERE ALLERGY TO:		·····		
Asthma: $\square$ Yes $\square$ No (Higher risk for severe reaction if	asthmatic)			
SYMPTOMS OF ANAPHYLAXIS  ➤ Mouth – itching, swelling of lips and/or tong  ➤ Throat – itching, tightness/closure, hoarsene  ➤ Skin – hives, itching, redness, and/or swelling  ➤ Stomach – vomiting, diarrhea, cramps  ➤ Lung – shortness of breath, coughing, wheez  ➤ Heart – weak pulse, dizziness, fainting	ess g	SYMPTOMS OI Mouth-itching Skin-a few hive Stomach-nause	•	
*Only a few symptoms may be present. Severity of symptoms	oms can change q	uickly. Some symptoms ca	n be life-threatening.	
EMERGENCY MEDICATIONS: **Authorization of epinephrine phrine/meds: School Clinic Carl Antihistamine: Specify directions	vith onset of syn	**Student may self-adm	inister: ☐ Yes ☐ No	· · · · · · · · · · · · · · · · · · ·
☐ Rescue Inhaler: Specify directions				
☐ Treatment of mild reaction: give antihistamine firs	st If symptoms	nrogress to severe: give	eninenhrine	
-			Сригориино	
Other:				_
:				
**Medications must go with student on field	d trips**			
MANAGEMENT OF ANAPHYLAXIS  1. INJECT EPINEPHRINE IMMEDIATELY (Note time w  2. Call 911 IMMEDIATELY  3. Notify Parent  4. Do not leave student alone, continue to monitor	vhen administer	ed.)		
Physician/Provider Signature (Required)		 Date		
Parent/Guardian Signature (Required)		Date		
School Nurse Signature		Date		

## SUWANNEE COUNTY SCHOOL DISTRICT SCHOOL HEALTH SERVICES ADHD ACTION PLAN

Student Name:	DOB: Grade: Teacher:
School Year:	Allergies:
Parent / Guardian	:Phone:
CONDITION: A and impulsive be	DHD includes a combination of problems, such as difficulty sustaining attention, hyperactivity ehavior.
SYMPTOMS OF	CONDITION
does no	tion: Careless mistakes or poor attention to detail, poor organization, poor sustained attention, ot follow through or fails to finish tasks, loses objects, easily distracted, ful in daily activities, avoids tasks requiring effort.
always	ctivity/Impulsivity: fidgets, leaves seat, runs or climbs excessively, difficulty playing quietly, "on the go", blurts out answers, talks excessively, can't wait their turn, interrupts others, cannot keep hands to themselves
MANAGEMENT	OF CONDITION
<ul> <li>Observe headace anxiety rate, in Reinfor</li> <li>Please</li> </ul>	e for possible medication side effects: lack of appetite, nausea/vomiting, stomach ache, he, insomnia, weight loss, may exacerbate tics or Tourette's syndrome, increased /nervous habits, mood swings or irritability, apathy or the "zombie effect", increased heart creased blood pressure.  ce any behavioral management goals place a copy of this in your substitute folder ske medication on field trips. Check with the nurse.
NOTES:	
RN Signature	Date
Parent Signature_	Date
Teacher 1 <sup>st</sup>	Parent  Copy Sent to parent in student book bag  2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup> 5 <sup>th</sup> 6 <sup>th</sup> 7 <sup>th</sup> Library  Computer  Music Bus Driver  Coach Food Service  Other

#### **ASTHMA EMERGENCY ACTION PLAN**

Student Name:	DOB:	Grade:	Teacher:	
School Year:	_ Allergies:			
Parent / Guardian:	Phone:			**************************************
Physician Name:		Phone:	10.11 S 10.1801 G 50.100 K	
CONDITION: Asthma is a condition in wl make breathing difficult and trigger cou	-			a mucus. This can
SYMPTOMS OF RESPIRATORY DISTRES	S			
<ul> <li>Child not improving after treatment</li> <li>Hard time breathing with chest at Trouble walking or talking</li> <li>Stops playing and can't start activities and fingernails are gray or bleaching</li> <li>Child collapses</li> </ul>	ind neck pulling in wh	_		
EMERGENCY MEDICATIONS				a energy 15
☐ <b>Bronchodilator</b> via ☐ Inhaler ☐ Nebu Location of Rescue Inhaler: ☐ Clinic		nt '		
□ Other		<b></b>		
MANAGEMENT OF RESPIRATORY DISTI	RESS			
<ul> <li>➢ GIVE EMERGENCY MEDICATIONS II</li> <li>➢ Send to clinic with escort or call sch</li> <li>➢ Stay with student</li> <li>➢ Encourage slow deep breaths</li> <li>➢ Offer water</li> <li>➢ Call 911 if not responding to medic</li> <li>➢ Call parents</li> <li>➢ Please place a copy of this in yo</li> <li>➢ Must take medication on field tr</li> </ul>	cation or does not ha	ive medication in	clinic	
NOTES:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
RN Signature		Date		
Parent Signature		Date		·
Copies given to: ☐ Parent ☐ Sent to parent in st☐ Teacher 1 <sup>st</sup> 3 <sup>rd</sup> 3 <sup>rd</sup> 3 <sup>rd</sup> 3 <sup>rd</sup> 3 <sup>rd</sup> Computer ☐ N	rd 4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup> vice □ Other	7 <sup>th</sup>

## SUWANNEE COUNTY SCHOOL DISTRICT SCHOOL HEALTH SERVICES BLANK EMERGENCY ACTION PLAN

lent Name:	Allergies: Phone:			
ician Name:	Phone:			
PTOMS OF EMERGENCY				
•				
•				
IAGEMENT OF EMERGENCY			÷ .	
• CALL 911 if needed				
Call school nurse at ext	•			
Call Administration at ext				
<ul><li>Call parents</li><li>Please place a copy of this in your sul</li></ul>	hstitute folder			,
•	ostitute rolaci			
•				
EC.				
ES:				
·				
ignature		Date		
nt Signature		Date		
es given to: Parent Sent copy to parent in stu				

□ PE □ Cafeteria □ Library □ Computer □ Music □ Bus Driver □ Coach □ Food Service □ Other

#### **CARDIAC EMERGENCY ACTION PLAN**

Student Name:	DOB:	Grade:	Teacher	
School Year:	Allergies:			
Parent / Guardian:	Phone	:		
Physician Name:	Phone	:		
CARDIAC CONDITION/DESCRIPTION	:			
SYMPTOMS OF EMERGENCY				
<ul> <li>Chest pain</li> <li>Rapid breathing</li> <li>Shortness of breath</li> <li>Palpitations (skipped beats)</li> <li>Fatigue/Weakness</li> <li>Edema (swelling)</li> </ul>	Anxid	ness or gray lips or fing		
MANAGEMENT OF EMERGENCY  CALL 911 if symptoms are seve Be prepared to perform CPR/A Call school nurse at ext. Call Administration at ext. Call parents Please place a copy of this in you	ED if needed our substitute fold			
RN Signature				
Copies given to: 🗆 Parent 🗆 Sent copy to paren		_		
☐ Teacher 1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>
☐ PE ☐ Cafeteria ☐ Library ☐ Computer ☐ M	usic 🛘 Bus Driver 🗖	Coach 🛘 Food Serv	ice 🛘 Other _	

#### CYSTIC FIBROSIS EMERGENCY ACTION PLAN

Student Name:	DOB:	_ Grade:	Teacher:	
School Year:	Allergies:			
Parent / Guardian:	Phone: _			
Physician Name:				
condition: Cystic fibrosis is an inherit system. Cystic fibrosis affects the cells to normally thin and slippery. But in people thick and sticky. Instead of acting as a left in the lungs and pancreas.	that produce mucus, e with cystic fibrosis,	sweat and digo , a defective ge	estive juices. Tl ne causes the s	hese secreted fluids are ecretions to become
SYMPTOMS OF CONDITION: Send to No	urse for evaluation i	f worse than n	ormal	
Respiratory  A persistent cough that produce Wheezing Breathlessness Exercise intolerance Repeated lung infections Inflamed nasal passages or a sturce Abdominal Foul-smelling, greasy stools Poor weight gain and growth Intestinal blockage, particularly insertions	ffy nose			
MANAGEMENT OF CONDITION:  > Order for medication: □Yes□No  > Ensure student has taken enzym  > Encourage fluid intake  > Allow unlimited access to restroe  > Encourage tolerated physical act  > Allow student to rest if needed  > CALL 911 if student develops res gray color around lips  > Send to clinic (not alone) or call restroe  > Call parent  > Please place a copy of this in you NOTES:	es with meals om divity to loosen muco piratory distress: na nurse at ext. ur substitute folder	us and stimula sal flaring, whe	te cough	ss of breath, blue or
RN Signature				
Parent Signature				·
Copies given to: ☐ Parent ☐ Sent copy to parer ☐ Teacher 1 <sup>st</sup> 3 <sup>rd</sup> 3 <sup>rd</sup> ☐ PE ☐ Cafeteria ☐ Library ☐ Computer ☐ M	d 4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup> vice	7 <sup>th</sup>

### FOR LOW BLOOD SUGAR

Student Name:	_ DOB	:Grade	: Teacher:	
School Year:	Allergies	*		
Parent / Guardian:		Phone:		
Physician Name:		Phone:		
SYMPTOMS OF LOW BLOOD SUGAR (Ie	ess than	70 mg/dl):		
MILD  Hunger  Irritable  Weak  Pallor  Crying  Unable to concentrate  MANAGEMENT OF "MILD" OR "MODERATE Plan provided by doctor.  Provide 15 grams of fast acting sugar  3-4 glucose tabs  4 oz. juice  6 oz. REGULAR soda  Wait 10-15 minutes  Recheck blood sugar  If blood sugar is < 80 mg/dl, repeat sugar  If sugar is >80, give student 15 gram sraces and student to the clinic with an esconsistency of the company of the compan	gar source nack ort, or No SUGAR VERE S	ee otify school nurse at ext. : YMPTOMS and massaged while awa	ehan 70 mg/dl): Foll	
NOTES:	- <del>- 1 i</del>	<u> </u>		
RN Signature			Date	
Parent Signature			Date	
Copies given to: ☐ Parent ☐ Sent copy to pare ☐ Teacher 1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>st</sup> ☐ PE ☐ Cafeteria ☐ Library ☐ Computer ☐ I	nt in stu d Music E	dent book bag 4th ] Bus Driver □ Coach □	5 <sup>th</sup> 6 <sup>th</sup> I Food Service	7 <sup>th</sup>

SCSB Form #5100-067

## SCHOOL HEALTH SERVICES

#### DYSMENORRHEA ACTION PLAN

Student Name:	DOB:	Grade:	Teacher:	
School Year:	Allergies:		***	
Parent / Guardian:	Phone:			
Physician Name:	Phone:			
CONDITION: Dysmenorrhea				
<b>Definition</b> : Dysmenorrhea is defined menstruation, in the absence of other		the lower abdo	omen occurring ju	st before or during
SYMPTOMS OF CONDITION:				
<ul> <li>Menstrual cramps before or of</li> <li>Headache may occur</li> <li>Nausea and vomiting may occ</li> </ul>				
MANAGEMENT OF CONDITION				
<ul> <li>Send student to school nurse</li> <li>Please place a copy of this in</li> </ul>		ler		
NOTES:				<del></del>
RN Signature		Date		,
Parent Signature		Date		
Copies given to: ☐ Parent ☐ Sent copy to par ☐ Teacher 1 <sup>st</sup> ☐ 2 <sup>nd</sup> ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	3 <sup>rd</sup> 4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>

## SUWANNEE COUNTY SCHOOL DISTRICT SCHOOL HEALTH SERVICES GASTROSTOMY TUBE FEEDING ACTION PLAN

Student Name:	DOR:	Grade:	reacner	
School Year:	Allergies:			
Parent / Guardian:	Phone:			
Physician Name:	Phone:			
A gastric <b>feeding tube</b> ( <b>G-tube</b> or "button") is used for long-term enteral nutrition.	s a <b>tube</b> inserted throu	gh a small incisio	n in the abdon	nen into the stomach an
MANAGEMENT OF G-TUBE  • Follow Health Care Providers order	er's for instructions			
Type of G-tube	Type of feeding			
Time of feeding	Amount of feeding			
<ul> <li>WHEN TO CALL PARENT</li> <li>The tube comes out.</li> <li>The tube becomes blocked.</li> <li>You are unable to administer for you have a lot of drainage around.</li> </ul>		ube.		
NOTES:		<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>		
RN Signature	,	Date		
Parent Signature		Date		
Copies given to: ☐ Parent ☐ Sent copy to paren ☐ Teacher 1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup> 3 <sup>rd</sup> Mu	4 <sup>th</sup>			

## SUWANNEE COUNTY SCHOOL DISTRICT SCHOOL HEALTH SERVICES HEMOPHILIA EMERGENCY ACTION PLAN

Student Name:	DOB:	Grade:	Teacher:	
School Year:	Ailergies:			
Parent / Guardian:	Phone:			
Physician Name:				
<b>CONDITION:</b> Hemophilia is a genetifactor VIII (hemophilia A) or IX (hemoptissues as well as prolonged bleeding a intravenous infusion of the missing clocomplications of bleeding.	ohilia B). People with hemor as a result of trauma or surg	philia experience blee ery. Bleeding episode	eding into joints, n es are prevented o	nuscles, and soft or treated with an
SYMPTOMS OF EMERGENCY: The Symptoms of a bleed may include ting area warm to touch, swelling, firmnes may only have one of these symptoms Joints and muscles are most Any injury to or bleeding are	ling or bubbling feeling in jo s or tenderness at the site s.) common bleeding sites.	int, limb held in abno of bleeding, restrictio	ormal position, disc on of range of mot	comfort or pain, tion. (The student
MANAGEMENT OF MINOR BLEED:	Minor skin tear, mild bruisi	ng, "suspected" injur	y involving a joint	or muscle bleed.
Take First Aid Measures:			•	
<ul> <li>Send student to clinic a</li> <li>Apply pressure to area</li> <li>Immobilize the area</li> <li>Elevate the area above</li> <li>Apply a cold compress</li> </ul>	for 10-15 minutes	Call nurse at ext. Call administration Call parent If worsens call 91	on at ext.	-
MANAGEMENT OF EMERGENCY: B joint, Joint pain, Severe headache/nec			-	d movement of a
<ul> <li>CALL 911 if symptoms are second control c</li></ul>				
NOTES:				
RN Signature		Date		
Parent Signature		Date		
Copies given to: ☐ Parent ☐ Sent copy to ☐ Teacher 1 <sup>st</sup> 2 <sup>nd</sup> ☐ PF ☐ Cafeteria ☐ Library ☐ Compute	parent in student book bag			

## SUWANNEE COUNTY SCHOOL DISTRICT SCHOOL HEALTH SERVICES ALLERGY EMERGENCY ACTION PLAN

Student Name:	DOB:	Grade:	Teacher:		
Parent / Guardian:		Phone:			
Physician Name:		Phone:			
SEVERE ALLERGY TO: Asthma: ☐ Yes ☐ No SYMPTOMS OF ANAPHYLAX					
<ul> <li>Throat – itching, tight</li> </ul>	ling of lips and/or tongue ness/closure, hoarseness edness, and/or swelling	•	Gut – vomiting, d Lung – shortness Heart – weak pul	of breath, cough	
EMERGENCY MEDICATIONS  ☐ Epinephrine ☐ Rescue Inh  Location of epinephrine: ☐ Cli  Student may self-administer: ☐  Trained staff to administer: ☐	aler		cations must go wit	h student on fiel	d trip**
EPIPEN Jr A  First, ramov from Ste pis  Pull off the  Hold orange (always app  Swdng and f against oute approximate Remove the pressage the EPIPEN 2	Auto-injector and uto-injector in the EriPen Auto-injector site carrying case plus safety release cap  It preserving the same capacity of the same for the more seconds.  It preserves the same capacity of the same for the more seconds.	- F	AUVI–Q® 0.3 r AUVI–Q® 0.15 mg Auto-Initist, remove AUVI–Q® fro  ull off RED safety guard.  lace BLACK end of AUVinigh and press firmly until a place for 5 seconds and	njector Directions m the plastic outer ca	er .
MANAGEMENT OF ANAPH  1. INJECT EPINEPHRINE IMN  2. Call 911 IMMEDIATELY  3. Call school nurse at ext.  4. Give other medications if  5. Stay with student (Keep state)  6. Call parents  7. Please place a copy of thi  RN Signature	Call Administr Call Administr ordered tudent lying with legs rais	ation at ex ed, if possi	t ble.)		·
Parent Signature					
Conjugativen to: T Parent T Sent	convito parent in student h	ook bag			
Teacher 1 <sup>st</sup> 2 <sup>nd</sup>	3rd	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>
☐ PE ☐ Cafeteria ☐ Library ☐ Co					

## SUWANNEE COUNTY SCHOOL DISTRICT SCHOOL HEALTH SERVICES SICKLE CELL EMERGENCY ACTION PLAN

	JEL -	
Student Name:	DOB:	Grade: Teacher:
School Year:	Allergies:	
Parent / Guardian:		Phone:
		Phone:
healthy red blood cells to carry ade flexible and round, moving easily th rigid and sticky and are shaped like blood vessels, which can slow or blo	quate oxygen thi irough your bloo sickles or crescei ock blood flow ar	on of anemia — a condition in which there aren't enough aroughout your body. Normally, your red blood cells are od vessels. In sickle cell anemia, the red blood cells become ent moons. These irregularly shaped cells can get stuck in small and oxygen to parts of the body. There's no cure for most as can relieve pain and help prevent further problems
SYMPTOMS OF CONDITION:		
<ul> <li>Pale lips, tongue, palms, o</li> <li>Fatigue, listlessness</li> <li>Fever</li> <li>Irritability</li> <li>Severe pain</li> </ul>	r nailbeds	Jaundice (yellowing in whites of eyes) Rapid heart rate Swelling in hands and feet Abdominal pain
MANAGEMENT OF CONDITION		
<ul> <li>Send to the clinic or call so</li> <li>Call parents</li> <li>CALL 911 if having difficult</li> <li>Please place a copy of this</li> </ul>	ty breathing or b	blue /gray lips or fingernails
NOTES:		
RN Signature		Date
		Date
Copies given to: ☐ Parent ☐ Sent copy to ☐ Teacher 1 <sup>st</sup> 2 <sup>nd</sup>	parent in student bo 3 <sup>rd</sup>	

## SUWANNEE COUNTY SCHOOL DISTRICT SCHOOL HEALTH SERVICES TRAUMATIC BRAIN INJURY ACTION PLAN

Student Name:	DOB:	Grade:	Teacher:
School Year:	Allergies:		
Parent / Guardian:	Phone:		
Physician Name:	Phone:		
mechanical force, possibly	ain Injury (TBI) is a nondegenerative, noncong leading to permanent or temporary impairm ted diminished or altered state of consciousn	nent of cognitive	
<ul> <li>Hearing Changes-he</li> <li>Increased fatigue- F</li> <li>Headaches-Intermit</li> <li>Potential for Seizure</li> </ul>	atigue greatly affects the length of school day that ttent dizziness may accompany headaches.	it the student is ak	ple to handle.
	onality changes often present the greatest challer thead injuries, the frontal lobe of the brain is affe havior will change.	· ·	· · · · · · · · · · · · · · · · · · ·
long term memory  Attention and Cond	centration ills- both receptive and expressive information	common, but a se	vere injury can result in both short an
	n: The level of trauma varies and is individuali administration if changes in behavior are note		specifics on the student:
NOTES:			
RN Signature		_ Date	
Parent Signature		_ Date	
• •	Sent copy to parent in student book bag	5 <sup>th</sup>	6 <sup>th</sup> 7 <sup>th</sup>

□ PE □ Cafeteria □ Library □ Computer □ Music □ Bus Driver □ Coach □ Food Service □ Other \_\_\_\_\_

#### TRACHEOSTOMY EMERGENCY ACTION PLAN

Student Name:	DOB:	Grade: Teacher:	
School Year:	Allergies:		
Parent / Guardian:	Pho:	ne:	
Physician Name:	Phor	ne:	
CONDITION: A tracheostomy is a sur (windpipe). A tube is usually placed th lungs. This tube is called a tracheostor	rough this opening to		
SYMPTOMS OF EMERGENCY			
<ul> <li>Difficulty breathing</li> <li>Increased respiratory rate</li> <li>Increased heart rate</li> <li>Grunting/noisy breathing</li> <li>Whistling noise when breath</li> <li>Cyanosis ((blue color around beds, eyes)</li> </ul>		<ul> <li>Restlessness</li> <li>Sweating, clam</li> <li>Retractions</li> <li>Flared nostrils</li> <li>Reduced airway</li> <li>Anxiety</li> </ul>	my skin
CALL 911 if symptoms are see     Call school nurse at ext.     Call Administration at ext.     Call parents     Appropriate equipment must machine, catheters, ambu bate Please place a copy of this in	Suctioning or characteristics  t be with student at all ag)  n your substitute folds	times unless specified (e	
NOTES:			
RN Signature		Date	
Parent Signature		Date	
Copies given to: ☐ Parent ☐ Sent copy to par ☐ Teacher 1 <sup>st</sup> 2 <sup>nd</sup> ☐ PE ☐ Cafeteria ☐ Library ☐ Computer ☐	3 <sup>rd</sup> 4 <sup>th</sup>	5 <sup>th</sup> 6 <sup>th</sup> oach ☐ Food Service ☐ Othe	7 <sup>th</sup>

## SUWANNEE COUNTY SCHOOL DISTRICT SCHOOL HEALTH SERVICES V/P SHUNT EMERGENCY ACTION PLAN

Student Name:	DOB:	Grade:	Teacher:	
School Year:	Allergies:			
Parent / Guardian:				
Physician Name:	Phone:	·		
CONDITION: V/P Shunt: A shunt is a prechanical drainage for cerebrospinal flucavity). VP shunts relieve intracranial pressure symptoms of EMERGENCY	uid (CSF) from the	ventricles in t	he brain to the p	-
<ul> <li>Headache</li> <li>Swelling along the shunt tract</li> <li>Eye turning</li> <li>Vomiting</li> <li>Visual Changes</li> </ul>	<ul> <li>Irritabilit</li> <li>Confusio</li> <li>Lethargy</li> <li>Decrease performa</li> <li>Pupil Character</li> </ul>	n e in school ance	•	Seizures Sleepiness Stiff neck Delirium Fever
MANAGEMENT OF SYMPTOMS:				
<ul> <li>Call Nurse at ext.</li> <li>Call Administration at ext.</li> <li>Call parents</li> <li>If parents are not available, call</li> <li>Please place a copy of this in your</li> </ul>	911 if symptoms			
NOTES:				-
RN Signature				
Parent Signature Sent copy to parent ☐ Sent copy to parent ☐ Teacher 1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>st</sup> ☐ PE ☐ Cafeteria ☐ Library ☐ Computer ☐ Mu	t in student book bag	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>

## SUWANNEE COUNTY SCHOOL DISTRICT SCHOOL HEALTH SERVICES DEHYDRATION (POTENTIAL) ACTION PLAN

Student Name:	DOB:	Grade:	Teacher:	
School Year:	Allergies:			
Parent / Guardian:	Phone:			
Physician Name:	Phone:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
CONDITION: Potential for dehydration: A loss vomiting, diarrhea, excessive sweating, or inac	The state of the s			dy as a result of
SYMPTOMS OF CONDITION				
<ul> <li>Rapid heart rate</li> <li>Pale with dry mucous membranes (eye</li> <li>Irritability, change in behavior</li> <li>Fatigue</li> </ul>	es, mouth)			
MANAGEMENT OF CONDITION				n de de
<ul> <li>Allow to carry water at all times</li> <li>Allow frequent bathroom breaks as ne</li> <li>Please place a copy of this in your subs</li> </ul>				·
NOTES:				
· · ·	· · · · · · · · · · · · · · · · · · ·			
RN Signature		Date		
Parent Signature		Date		
Copies given to: ☐ Parent ☐ Sent copy to parent in str ☐ Teacher 1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup> ☐ PE ☐ Cafeteria ☐ Library ☐ Computer ☐ Music ☐	4 <sup>th</sup>			

## SUWANNEE COUNTY SCHOOL DISTRICT SCHOOL HEALTH SERVICES GASTROINTESTINAL DYSFUNCTION ACTION PLAN

Student Name:	DOB:	Grade:	Teacher:	
School Year:	Allergies:			
Parent / Guardian:	Phone:			
Physician Name:	Phone:			
CONDITION: Functional disorders are thos the most common problems affecting the syndrome (IBS). The primary causes for fur routine, and medications.	colon and rectum, and	l include consti	pation and in	ritable bowel
SYMPTOMS OF CONDITION				
<ul><li> Urgency to use restroom</li><li> Diarrhea or constipation</li><li> Abdominal bloating/gas</li></ul>				
MANAGEMENT OF CONDITION		÷		
<ul> <li>Allow to carry water or have access</li> <li>Allow frequent bathroom breaks as</li> <li>Please place a copy of this in your s</li> </ul>	s needed			
NOTES:				
				,
RN Signature		Date		
Parent Signature		Date		
Copies given to: ☐ Parent ☐ Sent copy to parent ☐ Teacher 1 <sup>st</sup> 3 <sup>rd</sup> 3 <sup>rd</sup> ☐ PE ☐ Cafeteria ☐ Library ☐ Computer ☐ Mus	4 <sup>th</sup>	5 <sup>th</sup>		7 <sup>th</sup>

#### **KIDNEY/URINARY DYSFUNCTION ACTION PLAN**

Student Name:	_ DOB:	Grade:	Teacher:
School Year: Alle	ergies:		
Parent / Guardian:	Phone:		
Physician Name:	Phone:		
CONDITION: The main function of the urinary sys excretion of waste products. Some of the more co		• •	
Bladder infections - (cystitis) usually cause	ed by bacteria.		
Enlarged prostate - in men, this can make	it difficult to em	pty the bladde	er.
• Incontinence - when urine leaks out of the	e urethra.		
Kidney infections - when a bladder infection	on 'backs up' the	ureters.	
Kidney stones - caused by infection and h	igh blood levels o	of calcium.	
SYMPTOMS OF CONCERN:			
<ul> <li>Frequent urination</li> <li>Burning or pain with urination</li> <li>Feeing of having to urinate but cannot</li> <li>Pain or cramping in pelvic area or lower bases</li> </ul>	ack		
MANAGEMENT OF CONDITION			
<ul> <li>Allow to drink adequate fluids throughout</li> <li>Allow frequent bathroom breaks</li> <li>Please place a copy of this in your substitution</li> </ul>	•		
NOTES:			
RN Signature	- 1. <u>-</u>		
Parent Signature		Date	_
Copies given to: ☐ Parent ☐ Sent copy to parent in studer ☐ Teacher 1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup> ☐ PE ☐ Cafeteria ☐ Library ☐ Computer ☐ Music ☐ Bus	4 <sup>th</sup>		

## SUWANNEE COUNTY SCHOOL DISTRICT SCHOOL HEALTH SERVICES HEADACHE ACTION PLAN

Student Name:	DOB:	Grade:	Teacher:
School Year:	Allergies:		
Parent / Guardian:	Phone:		
Physician Name:	Phone:		
CONDITION: Headache/Migraine			
SYMPTOMS OF CONDITION			
There are many different types of headache	-		• • • • • • • • • • • • • • • • • • •
one thing in common they cause pain. Bu including nausea, vomiting and sensitivity to		iso cause otner	unwanted symptoms,
, , , , , , , , , , , , , , , , , , ,	- 1. <b>3</b> .70.		
	•		
BAABIA OFBAFAIT OF CORIDITORI			a garanga ta sa
<ul> <li>MANAGEMENT OF CONDITON</li> <li>Medication ordered by physician</li> </ul>			
<ul> <li>Send to clinic when student complain</li> </ul>	ins of headache		
Please place a copy of this in your su			• .
		•	
NOTES:			
· .	<del> </del>	· · · · · · · · · · · · · · · · · · ·	
RN Signature		Date	
Parent Signature		Date	
Copies given to: ☐ Parent ☐ Sent copy to parent in ☐ Teacher 1 <sup>st</sup> ☐ 2 <sup>nd</sup> ☐ 3 <sup>rd</sup> ☐		5 <sup>th</sup>	6 <sup>th</sup> 7 <sup>th</sup>
☐ PE ☐ Cafeteria ☐ Library ☐ Computer ☐ Music			

#### **ASTHMA MEDICAL MANAGEMENT PLAN**

(Must be filled out completely by Physician/Healthcare Provider)

Student Name:	DOB:
School Year:	Allergies:
Parent / Guardian:	Phone:
Physician / Provider:	Phone:
DAILY ASTHMA MANAGEMENT	
<b>Severity Classification:</b> □ Intermitter	nt □ Mild Persistent □ Moderate Persistent □ Severe Persistent
	nperature   Molds  Strong Odor or Fumes  Carpets  Exercise  Food  Other
**Authorization form must b	pe filled out by physician for medication use at school**
Medication/Treatments at School: _	
<b>Medication Plan at School:</b> $\square$ PRN o	nly 🗆 Prior to exercise 🗀 Other
Restrictions at School:	
Location of Rescue Inhaler:   Schoo	l Nurse in Clinic $\;\square$ Carried by Student $\;$ Student may self-administer: $\square$ Yes $\;\square$ No
Emergency Action is necessar	Ty when the student has symptoms of respiratory distress.
- ·	as ordered above. Other
ir no improvement within 10	minutes □ Call 911 □ repeat dose □ call parent
<ul> <li>Student may return to class if</li> </ul>	responds well to treatment.
Comments:	
Physician/Provider Signature (Required)	Date
Parent/Guardian Signature (Required)	Date
School Nurse Signature	

#### SUWANNEE COUNTY SCHOOL DISTRICT



702 - 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

> JERRY A. SCARBOROUGH Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

#### **MEMORANDUM**

TO:

Jerry A. Scarborough, Superintendent of Schools Almar Elizabeth Simpson, Director of Student Services

FROM:

THRU:

Bill Brothers, Director of Human Resources

Vickie DePratter, Chief Financial Officer

Janene Fitzpatrick, Assistant Superintendent of Instruction

DATE:

June 6, 2016

RE:

Agenda Item for June 28, 2016, Regular Board Meeting

#### **RECOMMENDATION:**

The Superintendent recommends approval to add one Speech-Language Therapist position for the 2016-2017 academic school year.

#### **BACKGROUND:**

This position will be funded from federal funds under IDEA, Part B.

ES/ro

#### SUWANNEE COUNTY SCHOOL DISTRICT



702 - 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

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ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

#### **MEMORANDUM**

TO:

Jerry A. Scarborough, Superintendent of Schools A Superint

FROM:

Bill Brothers, Director of Human Resources

THRU:

Vickie Music DePratter, Chief Financial Officer

Ted Roush, Assistant Superintendent of Administration

DATE:

June 13, 2016

RE:

Agenda Item for the June 28, 2016 Regular Board Meeting

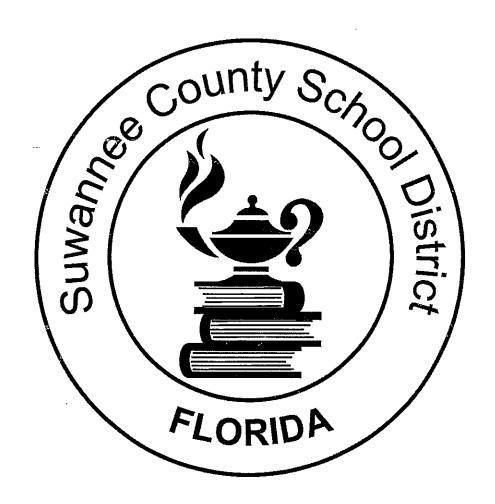
#### **RECOMMENDATION:**

Superintendent recommends approval of the revisions to the Suwannee County School District's Employee Handbook (A copy is available in the office of Human Resources).

#### BACKGROUND:

This handbook describes some of the expectations of our employees and outlines the policies, programs, and benefits available to eligible employees.

## Suwannee County School District Employee Handbook 2016-2017



## A Publication of the **Department of Human Resources**

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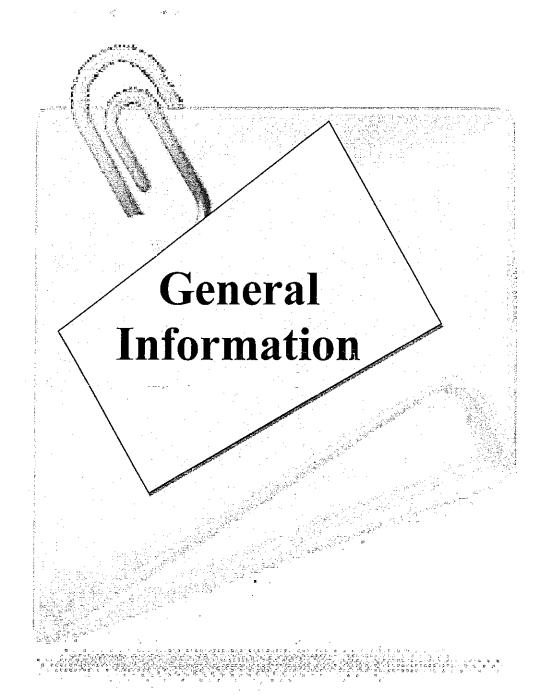


## Welcome to Suwannee County School District

Each employee contributes directly to the successful educational program for the children of Suwannee County as well as the organization's growth and success. We hope that you will take pride in being a member of our team of educational professionals. Please remember that you represent the Suwannee County School District while in the community as well as at school.

This handbook describes some of the expectations of our employees and outlines the policies, programs, and benefits available to eligible employees. Employees are encouraged to familiarize themselves with the contents of this handbook, for it will answer many common questions concerning employment with the Suwannee County School District. However, the handbook cannot anticipate every situation or answer every question about employment. As a result, the employee should consult with his/her worksite supervisor or the Human Resources Department regarding any questions not answered in the handbook.

The information, policies, and benefits described here are subject to change. All such changes will be communicated through official notices, and revised information may supersede, modify, or eliminate existing policies. The employee handbook is not a contract of employment or a legal document. It is, however, the responsibility of the employee to read and comply with the procedures contained in this handbook and any revisions made to it. A copy of the handbook can be found on the web site.



#### ADMINISTRATIVE ORGANIZATION Suwannee County School Board 2016-2017

#### Superintendent

Jerry A. Scarborough (386)647-4600 jascarborough@suwannee.k12.fl.us

#### **School Board**

District 1

Jerry Taylor

BOARD MEETINGS take

District 2

Catherine Cason

place the Fourth Tuesday of each Month at 6:00 p.m. in the

District 3

Julie Ulmer

Board Room at the District Office.

District 4

Ed DaSilva

District 5

Ronald White

#### **District Administrators**

Walter Boatright

Director of Career, Technical, & Adult Education

Bill Brothers

Director of Human Resources

Mark Carver

Director of Facilities

David Campbell

Director of Elementary & Early Childhood Education

Vickie Music DePratter

Chief Financial Officer

Lisa Dorris

Director of Food Service

Janene Fitzpatrick

Assistant Superintendent of Instruction

Chris Landrum

Director of Transportation

Ted Roush

Assistant Superintendent of Administration

Elizabeth Simpson

Director of Student Services/School Psychologist

Lila Udell

Director of Federal Programs

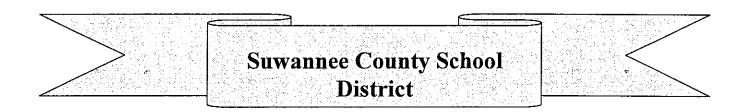
Josh Williams

Director of Information Technology

## Suwannee County School District

#### Suwannee County School District 702 Second St., NW Live Oak, FL 32064 (386) 647-4600

<u>School</u>	Phone / Fax	<u>Principal</u>	Center#	<u>Grades</u>
Branford Elementary 26801 SR 247 Branford 32008	386/935-5700 FAX: 386/935-6311	Jennifer Barrs Stephenie Busch, AP	0089	PK-5
Branford High 405 NE Reynolds St. Branford 32008	386/935-5600 FAX: 386/935-3867	Jimmy Wilkerson Katrina Walker-Bius, AP	0091	6-12
Suwannee Elementary 1748 S. Ohio / MLK Jr. Ave Live Oak 32064	386/647-4400 FAX: 386/330-1215	Amy Boggus Laura Williams, AP	0060	2-3
RIVEROAK Technical College 415 Pinewood Dr., SW Live Oak 32064	386/647-4200 FAX: 386/364-4698	Walter Boatright	0012	Vocational / Adult
Suwannee High 1314 Pine Ave., SW Live Oak 32064	386/647-4000 FAX: 386/330-1215	Malcolm Hines Gary Caldwell, AP Angie Stuckey, AP Tammy Boggus, AP	0043	9-12
Suwannee Intermediate 1419 Walker Ave., SW Live Oak 32064	386/647-4700 FAX: 386/364-2680	Jim Simpson Amanda Brown, AP	0042	4-5
Suwannee Middle 1730 Walker Ave., SW Live Oak 32064	386/647-4500 FAX: 386/208-1474	Jay Jolicoeur Keri Bean, AP John Olson, AP	0051	6-8
Suwannee Primary 1625 Walker Ave., SW Live Oak 32064	386/647-4300 FAX: 386/364-2667	Marsha Tedder Lisa Garrison, AP	0011	PK-1



#### **Mission Statement**

Suwannee County School District will educate all students in a safe and supportive learning environment that will develop life-long learners and productive citizens.

#### Vision

Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success.

#### Suwannee County School District Employee Workplace Safety Program

The Suwannee County School Board is committed to providing employees with a safe and healthful workplace. It is the policy of the Suwannee County School District that employees report unsafe conditions and do not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries, and unsafe conditions to their supervisors. No such report will result in retaliation, penalty or other disincentive.

Workplace safety and health orientation begins prior to the first day of initial employment or job transfer. Each employee has access to a copy of the safety manual through the website.

Supervisors will ask questions of employees and answer employees' questions to ensure knowledge and understanding of safety rules, policies and job-specific procedures described in our workplace safety program manual. All employees will be instructed by their supervisors that compliance with the safety rules described in the workplace safety manual is required.

#### Suwannee County School District Employee Wellness Program

The Suwannee County School District Wellness Committee is committed to promoting healthier lifestyles for our employees. Please visit the Wellness website for information on wellness events, fitness partners and incentives for living healthier. In addition, the Suwannee County School District has teamed up with HumanaVitality to implement a wellness and rewards program for everyone – no matter your age or health status. It will put you on the path to healthier living whether you're a fitness buff, just working on losing a few pounds, or training for your first 5K race. It will also help you quit smoking, lower your blood pressure, and eat healthier. For more information, refer to the Employee Benefits Guide on the District website, under Staff Resources.

# PERSONNEL APPLICATION AND EMPLOYMENT STATUS

#### PERSONAL DATA CHANGE

All employees are expected to use their legal names in dealing with the Board and other professional agencies. Employees' mailing addresses, telephone numbers, number and names of dependents, name changes due to marriage or divorce, individual to be contacted in the event of an emergency, educational accomplishments, and other such information should be accurate and current at all times. It is the responsibility of each employee to promptly notify the worksite secretary of any changes in status. The secretary will prepare a written personnel status form indicating the changes or will direct the employee to the appropriate resource. When changes in personal data occur, new forms (such as W-4 forms, retirement forms, insurance, a copy of the new social security card, and driver license) are required.

#### **VOLUNTARY TRANSFERS**

When an employee is voluntarily transferred to another school site or location in the district, the employee initiates the process. The releasing supervisor or principal signs the transfer form to acknowledge approval of the transfer. The receiving principal or administrator signs the transfer form accepting the employee. The accepting principal or administrator then completes an employee status form and sends all paperwork to the Human Resources Department. The Superintendent and Suwannee County School Board must approve the transfer.

#### **INVOLUNTARY TRANSFERS**

Involuntary transfers, between schools may be made to provide a more adequate instructional program. Such involuntary transfers shall be limited to no more than two (2) transfers that involve a change to a different grade or broad subject area within a five (5) year period. Changing back to an area or grade taught during the last five (5) years would not be considered a different grade or broad subject area. Written notice of such transfers will be given to the teachers concerned as soon as possible. When a reduction in the number of teachers in a school is necessary, all volunteers shall be given first consideration for transfer. The Superintendent and Suwannee County School Board must approve the involuntary transfer.

#### **ORIENTATION**

All new employees are expected to attend an orientation workshop, which is usually scheduled prior to preplanning. When a substitute employee is hired in a regular full-time position, this person becomes eligible for benefits and is invited to attend orientation. Mid-year appointees should complete the online training modules required for their position and attend the next scheduled orientation program, if they continue employment. Each principal/site supervisor shall conduct appropriate orientation activities for any employee hired after the first day of pre-planning.

#### OATH OF LOYALTY

Florida law requires that all employees sign an Oath of Loyalty. This form is a part of your employment-processing package and should be completed along with your other personnel papers at the time of employment.

#### IMMIGRATION LAW COMPLIANCE

Suwannee County School District complies with the Immigration Reform and Control Act of 1986 and is committed to employing only United States Citizens and aliens who are authorized to work in the United States. As a condition of employment, each new employee must properly complete, sign, and date the first section of the Immigration and Naturalization Service Form I-9. Before commencing work, newly rehired employees must also complete the form if they have not previously filed an I-9 with the Personnel Department, if their previous I-9 is not more than three (3) years old.

#### **FINGERPRINTING**

Florida law requires that all school board employees and substitutes be fingerprinted. It is the responsibility of the applicant to pay the processing fee that is established by the Florida Department of Law Enforcement (FDLE). Fingerprints are taken in the personnel office and sent to FDLE and the Federal Bureau of Investigation (FBI) for processing.

If the fingerprint report for an instructional/administrative employee filing for initial certification indicates a criminal history or if the applicant acknowledges a criminal history, the applicant's records shall be referred to the Bureau of Educator Standards for review and determination of eligibility for certification. If the applicant fails to provide the necessary documentation requested by the Bureau of Educator Standards within 90 days after the date of receipt of the certified mail request, the statement of eligibility and pending application shall become invalid.

Effective July 1, 2004, school districts are required to conduct national criminal history checks every five years on their current employees. The District shall assume the expense for this requirement.

#### SELF-REPORTING RULE

All employees are required to comply with the "Self-Reporting Rule" for arrests and convictions. The "Rule" requires employees to self-report to the Director of Human Resources within 48 hours any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. In addition, the employee is required to report any conviction, finding of guilt, withholding of adjudication commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within 48 hours after the final judgment. Bus drivers are required to report a DUI or alcohol related arrest by the next shift.

#### CODE OF ETHICS

The code of ethics governs professionalism through integrity and consists of those principles of professional conduct that govern the education profession in Florida. The State Board of Education approved the principles of professional conduct on July 21, 1992 (Rule 6B-1.006, FAC). Violation of any of the principles of professional conduct shall subject the individual to sanctions against the certificate, which may include revocation or suspension of the individual educator's certificate, or the other penalties as provided by law. All employees are encouraged to read, understand and become familiar with these principles (Rule 6B-1.00, FAC). Certified employees may become ineligible for employment should they commit any of the felonies or misdemeanors listed in FS. 1012.315 (\*Note – current employees who have committed one of these felonies in the past will also be disqualified from employment.)

#### **PROFESSIONALISM**

Each employee (bus driver, food service or maintenance worker, classroom aide or teacher, administrator and all other classifications of employees) is expected to demonstrate professional and appropriate behavior. Each employee is expected to abide by school and Suwannee County School District rules, and state and federal laws. Because employees of a school system serve as role models for students, employees are held to the highest standard of conduct (Adams vs. Turlington). In a school district such as ours, the community holds school personnel as examples for children.

#### OUTSIDE EMPLOYMENT

Outside employment or "moonlighting" on the part of an employee shall not violate the moral standards of the community, or the Code of Ethics of the Education Profession in Florida. Under no conditions shall outside employment conflict with the employee's performance of his/her professional duties or with the extracurricular activities related to his/her position.

Suwannee County School District employees shall not conduct a private enterprise on school time. District equipment or supplies, including technology, computers, and other equipment such as copiers, facsimile machines and cell phones, may not be used for a private business or personal gain of the employee, or for the benefit of private, "for profit", or "not for profit" organizations, unless expressly authorized by the Superintendent or the Superintendent's designee.

#### **EMPLOYEE RELATIONS**

The employer believes that the work conditions, wages, and benefits that are offered to its employees are competitive with those offered by other school districts in this region. If employees have concerns about work conditions or compensation, they are encouraged to voice these concerns openly and directly to their immediate supervisors.

If employees prefer to exercise the right to be represented by a collective bargaining agent, the school board will respect that choice.

#### **GRIEVANCE**

If an employee has a complaint, which he/she believes may become the basis for a grievance, the employee shall discuss the complaint, in an informal manner with his/her immediate supervisor. If the problem is not resolved, the employee may file a formal grievance. Procedures for filling a grievance are contained in the collective bargaining agreement and SCSB Policy 6.50.

The purpose of the grievance procedure is to resolve at the lowest possible level and in the most expedient and impartial manner, any dispute between members of the bargaining unit and management, concerning the terms of the contract. Employees are encouraged to read the collective bargaining agreement and may refer to the grievance procedure/form in the contract should it become necessary.

#### PUPIL SUPERVISION

Proper supervision of a pupil shall be provided while the student is under the immediate control of the school. Supervision shall be maintained on the school grounds, in classrooms, on the bus, in pupil occupied areas of buildings, on field trips, during any extracurricular activity, at school-sponsored functions, and at any other school related sponsored activity.

Any employee who has responsibility for the supervision of pupils in the performance of their normal duties, or who is assigned duty requiring the supervision of pupils needs to be diligent in supervising each child. Obviously we want each child to be safe. An employee who fails to provide such student supervision by failing to report for duty or by leaving his/her post of duty without being properly relieved of such duty shall be deemed guilty of neglect of duty. Any person charged with such neglect of duty shall be subjected to disciplinary action up to and including termination.

#### SOCIAL MEDIA

All employees are expected to serve as positive ambassadors for our schools and to remember they are role models to students in this community. Because readers of social media networks may view the employee as a representative of the schools and the District, it is in the employee's best interest to observe the following rules when referring to the District, its schools, students, programs, activities, employees, volunteers and communities on any social media networks:

It is in the employee's best interest when using any social media network or electronic communication (including texting) and postings, displays, or communications on any social media network, to comply with all state and federal laws and any applicable District policies. Following Florida Administrative Code 6B-1.001 and 6B-1.006, it is in the employee's best interest to be respectful and professional in all communications (by word, image, or other means).

Employees should not use their District e-mail address for communications on public social media networks that have not been approved by the District. Employees must make clear that any views expressed are the employee's alone and do not necessarily reflect the views of the District. Employees may not act as a spokesperson for the District or post comments as a representative of the District, except as authorized by the Superintendent or designee.

Employees may not disclose information on any social media network that is protected by law, confidential or proprietary to the District, its students, or employees or that is protected by data privacy laws.

Employees may not use or post District, school or departmental logos on any social media network without permission from the Superintendent or designee.

This policy will continually evolve as new technologies and social networking tools emerge. It is each employee's responsibility to be familiar with this policy. This policy is guided by the principle of personal responsibility and accountability, what you write is ultimately your responsibility. This policy is not intended to restrict participation but rather to provide both a caution and guidance for employees who choose to engage in online activities

#### CHILD ABUSE

Each school district employee is considered a "mandated reporter." All employees have an affirmative duty to report all cases of actual or **suspected** cases of child abuse or neglect, and shall have immunity from liability if such cases are reported in good faith. The failure of an employee to report suspected cases of child abuse shall subject the employee to disciplinary measures.

#### **CLEAN INDOOR AIR ACT**

Suwannee County School District supports the Clean Indoor Air Act, which prohibits the use of all tobacco products in classrooms; pupil occupied areas, the gymnasium or auditoriums of the Suwannee County School District by any person.

#### WEAPONS PROHIBITED

No one, except a law enforcement officer, may bring a weapon on campus. Employees, students and parents are prohibited from carrying any gun, pistol, sword, knife, razor, or any other item which may be used as a weapon on the school grounds, into any school building, or on a school bus, or who conceals such items on the school grounds, within a school building, on a school bus or in an automobile or other vehicle parked on the school grounds or adjacent thereto. Employees, students and parents who fail to comply with this policy may be arrested, suspended from duty or expelled.

#### PROFANE OR OBSCENE LANGUAGE

Under no conditions shall any School Board employee be permitted to use profane or obscene language in his/her relationship with students. Any employee who uses profane or obscene language while speaking to, communicating with, or in the presence of students shall be deemed guilty of misconduct.

#### ALCOHOL & DRUG-FREE WORKPLACE

No employee or student shall manufacture, distribute, dispense, possess, or use in or on the work place, or be under the influence of any alcoholic substance, any intoxicating or auditory, visual, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance, in the work place, as defined by Federal Law or Florida Statute Ch. 893, or any counterfeit of such drugs or substances, all being collectively referred to as drugs.

Alcohol beverages in any form, drugs and controlled substances (except as defined by School Board policy 6.45 and 6.46) are barred from all school property, buildings, and functions sponsored by the public schools of Suwannee County.

The appropriate use of legally prescribed drugs and nonprescription medication is not prohibited. However, it is the employee's responsibility to inform the physician of the employee's job duties and to ask the prescribing physician to determine whether or not the prescribed drug may impair the employee's job performance. It is the employee's responsibility to remove himself/herself from service if unfit for duty. An employee in a safety sensitive position must obtain a written release from the prescribing physician if he/she has prescribed any substance that carries a warning label indicating that mental functioning, motor skills or judgment may be adversely affected. The release must state that the employee is able to perform safety sensitive functions.

"Workplace" is defined as the site for the performance of work done in connection with the duties of an employee of the School Board. That term includes any place where the work of the school district is performed, including a school building or other school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities, off-school property during any school-sponsored or school-approved activity, event or function, such as a field trip, workshop or athletic event.

Each job offer is contingent on a negative drug test. When reasonable suspicion exists, employees may be required to submit to a drug test. Refusal to test or positive results are grounds for termination. Random drug testing is required for transportation personnel.

#### DRUG-FREE EMPLOYEE ASSISTANCE

The District shall offer assistance and information on drug abuse in order to maintain an alcohol and a drug-free workplace. Employee assistance will be available through the Human Resources Department or referral to a program which will provide assistance.

#### TOBACCO FREE FLORIDA

All uses of tobacco products in any form are prohibited in any District-owned facility or vehicle. Staff who violate the policy will be provided cessation resources.

#### BLOODBORNE PATHOGENS EXPOSURE PLAN

Universal precautions will be observed by all employees to prevent contact with blood or other potentially infectious materials. Annual training will be provided to employees who are employed in an identified occupational exposure position. The Principal/Supervisor is responsible for monitoring this process and ensuring that universal precautions are observed. Employees who have been identified as working in occupations that expose them to blood or other potentially infectious materials will be offered the Hepatitis B vaccine at no cost to the employee. Vaccines will be given through an agreement with the Suwannee County Health Unit.

#### 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 the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies:

Bill Brothers, Director of Human Resources

Address: 702 2<sup>nd</sup> Street, NW Telephone No.: (386) 647-4633

#### REASONABLE ACCOMMODATIONS IN EMPLOYMENT

In accordance with the Americans with Disability Act (ADA) of 1990, an employee may request reasonable accommodations when he/she meets the criteria of a disability as defined by ADA. ADA has a three-part definition of disability. Under ADA, an individual with a disability has:

- A physical or mental impairment that substantially limits one or more major life activity;
- A record of such an impairment; or
- Is regarded as having such impairment.

Employees desiring reasonable accommodations in employment may contact the Human Resources office.

Reasonable Accommodations shall be provided that will not impose undue hardship to the school or district. Reasonable accommodations can involve the following:

- a. Modifications or adjustments to a job application process that enable or qualify an applicant with a disability to be considered for the position such qualified applicant desires; or
- b. Modifications or adjustments to the work environment or to the manner or circumstances under which the position held or desired is customarily performed, that enable a qualified individual with a disability to perform the essential functions of that position; or
- c. Modifications/adjustments enabling employees with disabilities to enjoy equal benefits and privileges of employment as are enjoyed by other similarly situated employees without disabilities (i.e. making existing facilities readily accessible and usable by individuals with disabilities, job restructuring, etc.).

#### PROBATIONARY PERIOD

First year instructional employees are on a probationary contract for the first year. The probationary period is intended to give new employees the opportunity to demonstrate his/her ability to achieve a satisfactory level of performance and to determine whether the new position meets his/her expectations. Upon satisfactory completion of the probationary period, the person may be recommended as a regular employee.

During the initial 97 days of employment, either the non-instructional employee and/or the employer may end the employment relationship without a breach of contract and without cause.

During the probationary period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and social security. They may also be eligible for other employer-provided benefits, subject to the terms and conditions of each benefit program. Employees should read the information for each specific benefit program for the details on eligibility requirements.

#### **EXPERIENCE VERIFICATION**

Each year of experience to be counted for salary purposes must meet the criteria prescribed by law. Experience credit may not exceed the limits established by the board or the terms of a negotiated agreement. All experience verification must be:

- a. Provided on Experience Verification Form or on business stationary by former employers or by a notarized affidavit(s),
- b. Specify the date(s) of employment, job title, and whether the position was full-time or part-time employment,
- c. The number of hours worked per week must be included for part-time employment,
- d. Self-employed experience (i.e. family business) must be verified by an individual knowledgeable of the applicant's service.

Certificated employees (i.e. teachers, administrators) who have worked in a public school system and have applicable experience will receive 100% experience credit for salary purposes.

No experience credit is approved for substitute or part-time teaching experience unless the service was rendered under contract in excess of one-half the days (99 days) or hours (785 hours) required for a year of service in a full-time position.

Instructional personnel will be paid according to their highest degree earned, in accordance with the master contract. However, for personnel hired after 2011 to qualify for an advanced degree payment, the advanced degree must be in an academic subject area that is on their teaching certificate.

During the year of initial employment, the HR office will process the experience verification paperwork and authorize the employee's salary. As experience verifications are received in the Human Resources Office, new salary authorizations are made retroactive to the employee's effective date of hire. Additional salary for experience that is documented after the first year of employment shall not be retroactive.

#### SEXUAL HARRASSMENT

The Suwannee County School District forbids sexual harassment in any form, whether by an administrator, teacher, any other adult, or any student on school property or at any school related activity. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors and other inappropriate oral, written or physical conduct of a sexual nature when:

- a. Such conduct is made either explicitly a term or condition of an individual's employment;
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals; or
- c. Such conduct has the purpose or effect of unreasonable interfering with an individual's work performance or creating an intimidating hostile or offensive working environment.

Persons who allege sexual harassment may report such actions to a principal, administrator or other responsible person within the school/work site where the action occurred. All complaints shall be reported to the Director of Human Resources and investigated as promptly as practicable. Filing a Complaint of sexual harassment will not reflect upon the individual's status, future employment, work assignments, future grades or extracurricular activities. A substantiated charge of sexual harassment shall subject the individual to disciplinary actions. Employees are encouraged to read the sexual harassment policy.

#### BULLYING

It is the policy of the Suwannee County School District that all of its students and school employees have an educational setting that is safe, secure and free from harassment and bullying of any kind (SCSB Policy 5.101). The District will not tolerate bullying and harassment of any type. Conduct that constitutes bullying and harassment is prohibited.

Bullying includes cyberbullying and means systematically and chronically inflicting physical hurt or psychological distress on one or more students or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive 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; and may involve but is not limited to:

- a. teasing,
- b. social exclusion,
- c. threat,
- d. intimidation,

- e. stalking (including cyberstalking),
- f. physical violence,
- g. theft.
- h. sexual, religious, or racial/ethnic harassment,
- i. public humiliation, or
- j. destruction of property.

The term bullying shall include cyberbullying whether or not specifically stated.

<u>Harassment</u> means any threatening, insulting or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:

- a. places a student or school employee in reasonable fear or harm to his/her person or damage to his/her property;
- b. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
- c. has the effect of substantially disrupting the orderly operation of a school.

#### Bullying and harassment also include:

- a. retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment; reporting an act of bullying or harassment that is not made in good faith is considered retaliation;
- b. perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by
  - 1. incitement or coercion;
  - 2. accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District school system;
  - 3. acting in a manner that has an effect substantially similar to the effect of bullying or harassment.

#### REPORTING MISCONDUCT

All employees shall be responsible for reporting misconduct by School Board employees that affects the health, safety or welfare of a student. Reports should be made to immediate supervisor, or by using the following procedures.

# SUWANNEE COUNTY SCHOOL DISTRICT Reporting of Wrongdoing

The employees of the Suwannee County School District have a number of options and methods of reporting wrongdoing in the workplace. An employee may report the wrongdoing verbally or in written form to the following:

- A. Any school level administrator or administrative supervisor
- B. Equity Coordinator Dr. Bill Brothers . . . . 386-647-4633
- C. Any district level administrator including the Superintendent and School Board Members
- D. The Collective Risk Management Team:

Janene Fitzpatrick	647-4647	District Administrator Rep.
Lila Udell - 647-4638		District Administrator Rep.
Malcolm Hines - 647-4	1035	School Level Administrator Rep.
Theda Severance – 647-	4701	UTSC Representative
Robyne Edwards – 647-	4435	
Ernestine "Pat" Flemin	g – 647-4128	. Transportation Representative
Dana Tidwell 647-460	14	School Related Representative

### E. Employee Protection Line®

Call (800) 576-5262 and enter the organizations code number (30079 for Suwannee) without giving your name.

#### FLORIDA CERTIFICATION REQUIREMENTS

(for instructors and administrators)

# APPLICATION FOR CERTIFICATION

The certification office will assist you with the certification process. For an initial certificate, you must:

- a. Complete an application form CG-10 online. <a href="http://www.fdoe.org/edcert/apply.asp">http://www.fdoe.org/edcert/apply.asp</a>
- b. Pay processing fees of \$75.00 per subject/endorsement requested.
- c. Submit an official transcript that reflects a bachelor's or higher degree from an accredited or approved institution.
- d. Submit a fingerprint report that has been processed, submitted by the school district to DOE, and cleared.

For additional information, contact Mary Ann Chaney at (386) 647-4627 or visit the Bureau of Educator Certification web site at <a href="http://www.fldoe.org/edcert/">http://www.fldoe.org/edcert/</a>.

### INITIAL CERTIFICATION REQUIREMENTS

For a three (3) year non-renewable temporary certificate, you must:

- a. Complete all application process requirements.
- b. Hold a Bachelor's degree or higher.
- Demonstrate mastery of subject area knowledge or meet subject specialization with a 2.5 GPA for a requested.
- d. Submit a fingerprint report that has been processed, submitted by the school district to DOE, and cleared.

#### PROFESSIONAL CERTIFICATE REQUIREMENTS

For a five year Professional Certificate, you must:

- a. Complete the application process (apply online http://www.fldoe.org/edcert/apply.asp)
- b. Hold at least a bachelor's degree
- c. Demonstrate Mastery of Subject Area Knowledge for a requested subject
- d. Demonstrate Mastery of General Knowledge
- e. Demonstrate Mastery of Professional Preparation and Education Competence
- f. Fingerprint report that has been processed, submitted to DOE and cleared

#### EMPLOYMENT CATEGORIES

In order to clarify the definition of employment classifications so that employees understand their employment status and benefit eligibility, each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. Overtime work must be authorized in advance by the worksite supervisor in order to receive compensation.

NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state law. If there is a bargaining agreement or contract, the employer is obligated to follow the terms of the agreement. Examples of job types classified under this category include: bus drivers, food service workers, custodial workers, aides, clerical workers, secretarial staff, bookkeepers, clerks, skilled laborers.

**EXEMPT** employees are excluded from minimum wage and overtime specific provisions of the Fair Labor Standards Act. Examples of job types classified under this category include: teachers, directors, supervisors, principals, administrators, attorneys, and other employees designated as professionals. These employees do **not** have to be paid overtime when they work more than 40 hours in a workweek.

In addition to the above, each employee will belong to one other employment category:

TEMPORARY employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of a change. While temporary employees receive all legally mandated benefits (such as workers' compensation insurance and social security), they are ineligible for the entire employer's other benefit program. Substitute employees are an example.

**PROBATIONARY** employees are those whose performance is evaluated to determine whether further employment in a specific position or with the organization is appropriate. Employees who satisfactorily complete the probationary period will be notified of their new employment classification.

**REGULAR FULL-TIME** employees are those who are not in a temporary or probationary status and who are regularly scheduled to work the organization's full-time schedule. Generally, they are eligible for the employer's benefit package, subject to the terms, conditions, and limitations of each benefit program.

**REGULAR PART-TIME** employees are those who are not assigned to a temporary or probationary status and who are regularly scheduled to work less then the full-time work schedule. Regular part-time employees are eligible for some benefits sponsored by the employer, subject to the terms, conditions, and limitations of each benefit program.

#### PERFORMANCE EVALUATION

The performance of each employee is the key to the overall success of the Suwannee County School District in carrying out its mission, goals, and programs. Each employee of the School District shall receive at least one annual evaluation by his / her immediate administrative supervisor. The purpose of the evaluation shall be to improve the services of personnel in all departments.

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis so the employee can better understand what the job requires as well as what the supervisor expects of him/her in their job. The success of the school system depends upon the combined efforts of employees, managers, supervisors, and administrative staff. The performance evaluation system is designed to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals that would improve student performance, job performance, and the quality of service provided. Job descriptions and evaluation forms are available on First Class.

#### **TERMINATION**

When an employee resigns or retires from the Suwannee County School District, a letter of intent must be provided to the principal or administrator, with a copy to the Human Resources Department for Board acceptance. In the interest of better personnel management, it is important to know the reason employees leave their job and how they feel our programs and services might be improved. If you decide to leave the Suwannee County School District, you are encouraged to have a personal exit interview with your supervisor. The Department of Education requires an exit form to be completed by each teacher and submitted to the personnel department, which in turn, submits the exit information to DOE.

#### ACCESS TO PERSONNEL FILES

Personnel files are the property of the employer. Access to the information contained in the personnel file of each employee is open to public inspection, with the exception of those restrictions set forth in F.S. 1012.31 and 119. With reasonable advance notice, an employee may review material in a personnel file in the personnel offices and in the presence of the individual appointed by the employer to maintain the file. Information exempt from public inspection consists of the following:

- a. Complaints or material relating to an on-going investigation.
- b. Performance evaluations prepared before July 01, 1983.
- c. Current performance evaluations and the evaluations from the previous year.
- d. Derogatory material to an employee until 10 days after the employee has been notified pursuant to Chapter 119 Florida Statutes.
- e. Payroll deduction records.
- f. Medical records, including psychiatric, psychological, and/or mental health counseling.
- g. District employees' name and home address relating to HRS, Law Enforcement, active firefighter; court justice; appeal, circuit or county judge.
- h. Any information revealing undercover personnel of a criminal justice agency, law enforcement personnel and HRS.
- i. References prior to employment that are marked confidential.
- j. Confidential information can be shared with another person or agency when required by law and when the employee gives written consent for release of information. It is the employee's responsibility to let us know if they are exempt.

#### Notification of Social Security Number Collection and Use

In compliance with Florida Statute 119.071(5), Suwannee County School Board issues this notification regarding the purpose of the collection and use of an individual's Social Security Number.

The Suwannee County School Board recognizes that an individual's social security number is a unique form of identification that can be utilized to obtain sensitive information regarding that particular individual. However, as required by Florida Statute 1008.386, the Board must request that each student enrolled in the district provide his or her social security number and must use the Social Security Number in the management information system.

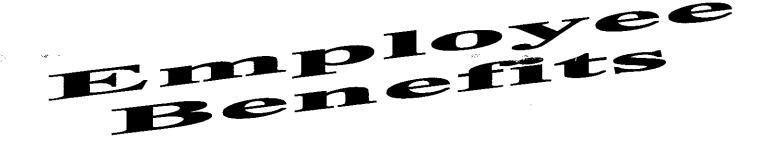
The Board further recognizes that under certain circumstances, both as an employer and an education institution, the collection of social security numbers is necessary to be able to properly perform its duties and functions and to ensure that such duties and functions are performed accurately and efficiently. Due to the sensitive nature of an individual's social security number, the Board will secure Social Security Numbers from unauthorized access and will never release them to unauthorized parties. Each student and employee will be issued a unique identification number for reporting purposes unless otherwise prescribed by law.

The Suwannee County School Board collects your social security number only for the following purposes:

Purpose	Statutory Authority	Mandated, Authorized or Business Imperative
Identification and verification -	Sec. 119.071(5)(a)(2)(a)(lll), Fla. Stat.	Mandated
Identity management	1008.386, Fla. Stat.	
Benefit processing	Sec. 6109, I.R.C.	Mandated
Data collection, reconciliation, and tracking	Sec. 6109, I.R.C.	Mandated
Tax reporting	Sec. 6109, I.R.C.	Mandated
Criminal background checks	Sec. 119.071(5)(a)(2)(a)(lll), Fla. Stat.	Business Imperative
Billing and payments	Sec. 6109, I.R.C.	Mandated
Payroll administration	Sec. 6109, I.R.C.	Mandated
Garnishments	Sec. 6109, I.R.C.	Mandated
State and federal educational and employment reporting	Sec. 6109, I.R.C.	Mandated
Financial aid programs	Sec. 6109, I.R.C.	Mandated
Vendor applications	Sec. 6109, I.R.C.	Mandated
Independent contractors	Sec. 6109, I.R.C.	Mandated
Employment applications	Sec. 6109, I.R.C.	Mandated
Student admissions - Student record management	Sec. 119.071(5)(a)(2)(a)(lll), Fla. Stat. 1008.386, Fla. Stat.	Business Imperative
Volunteer applications	Not applicable	Authorized - SCSB Policy 6.78*

Additionally, Federal Legislation relating to the Hope Tax Credit requires that all postsecondary institutions report the Social Security Number of all postsecondary students to the Internal Revenue Service. This IRS requirement makes it necessary for RIVEROAK Technical College (RTC) to collect the Social Security Number of every postsecondary student enrolled. A student may refuse to disclose his/her Social Security Number to SHTC, but refusing to comply with the federal requirement may result in fines established by the Internal Revenue Services.

All Social Security Numbers are protected by federal regulations and are never released to unauthorized parties.



#### **BENEFITS**

Eligible employees of the Suwannee County School District are provided a wide range of benefits. A number of the programs, such as social security, workers' compensation, state retirement, disability, and unemployment insurance cover all employees in the manner prescribed by law. Benefit eligibility is dependent upon a variety of factors, including employee classification. Some benefit programs require contributions from the employee. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefits are available to eligible employees:

Auto Mileage

Credit Union

Holidays

Annual Leave/Vacation

Sick Leave Benefit Pay

Sick Leave Bank

Uniform and Uniform Maintenance

Retirement/Drop Program

Terminal Leave Pay

Insurance

COBRA

Workers' Compensation

**Unemployment Compensation** 

Training Opportunities

Critical Teacher Shortage

Direct Deposit

Employee Assistance

Employee Leave Sell Back Option

#### AUTO MILEAGE

Reimbursement is provided to employees for authorized travel when approved by the employee's supervisor, superintendent and/or the School Board. Law establishes rates for travel. No reimbursement is given for travel between the employee's home and workstation.

In-district travel is computed in accordance with the district mileage schedule, or the odometer reading from the point of departure to point of destination. Out-of-district travel is established by official state road maps. When employees are traveling extended distances in a county car, a fuel or credit card from the district office should be checked-out for use. Persons traveling to the same meeting are encouraged to travel together.

Reimbursement may be requested for taxi, and ferry fares; bridge, road, and tunnel tolls; storage and parking fees; communication expense and convention registration fees when properly supported by receipts. No reimbursement may be authorized for gratuities.

#### UNIFORM AND UNIFORM MAINTENANCE

The School Board appropriates funds for the purchase and maintenance of specialized clothing, footwear, uniforms and protective paraphernalia for certain categories of employees (i.e. food service

workers, bus drivers, custodians, etc.) because of required regulations and daily exposure to hazardous working conditions.

#### RETIREMENT

All new employees in regularly established positions automatically become members of the Florida Retirement System (FRS) and are covered by Federal Social Security. The district contributes to the Florida Retirement System fund as provided by law. The district matches your social security contributions. The State offers a choice of two retirement options; the pension plan or the investment plan. You will have five months from the date you are first employed by an FRS employer to make your selection. When an employee is ready to retire, he/she should contact the benefits office. Employees may receive federal social security benefits in addition to state retirement.

Eligible employees may apply for enrollment in the Deferred Retirement Option Program (DROP) with the Division of Retirement. Contact the FRS Benefits Office for information.

Employees may also participate in the Board approved tax shelter annuity programs [403(b), 457 and 401(k)]. The employee may select from several companies approved by the Board. The contributions to an annuity must be payroll deducted.

In order to obtain FRS information, please either create a LOG IN or use the toll free MyFRS Financial Guidance Line: 1-866-446-9377 (TTY: 1-888-429-2160) 9 a.m. to 8 p.m. ET, Monday – Friday (except holidays). You can speak to an unbiased Ernst & Young financial planner for help in choosing your FRS retirement plan using MyFRS.com, and personal financial planning. Also, get detailed information about the Pension Plan, Investment Plan, enrolling your Personal Identification Number (PIN), and more. Creating a LOG IN to MyFRS.com allows you to manage your FRS retirement benefits, learn about risks, compare the two FRS retirement plans, and forecast your retirement income (including Social Security). Use your PIN the first time you access your account and create a personal User ID and password. You can also get a PIN or password reminder from MyFRS.com or the MyFRS Financial Guidance Line.

#### TERMINAL LEAVE PAY

Upon retirement from the district, any employee or his/her beneficiary, if service is terminated by death, shall receive terminal leave pay for accumulated sick leave up to the maximum allowed by law. Employees transferring to other districts or terminating for reasons other than retirement have the option of receiving terminal leave pay for accumulated sick leave earned in Suwannee County based on policy or transferring their sick leave balance to another district. The employee shall indicate his/her preference by submitting a request to the Board in writing during his/her last month of employment.

#### INSURANCE

Full-time employees are provided an opportunity to participate in Board approved insurance plans that offer a variety of covered services. Employees are encouraged to select the benefit package that best meet their family's needs. The board authorizes pre-tax payroll deductions as well as makes a contribution to each full time employee who selects health insurance coverage. You will also receive a package describing available insurance plan coverage after the Board has approved your employment.

If you are an eligible employee, you can enroll in benefits on the first of the month following 30 days of employment, the date you become benefit eligible due to a change in status, or the date of a Qualifying Event. You can also enroll or change benefits during our annual Open Enrollment period each year.

#### Availability of Summary Health Information

As an employee of SCSB, the health benefits available to you represent a significant component of your compensation package. They also provide important protection for you and your family in the case of illness or injury.

Your plan offers a series of health coverage options. Choosing a health coverage option is an important decision. To help you make an informed choice, a Summary of Benefits and Coverage ("SBC") is available, which summarizes important information about any health coverage option in a standard format, to help you compare across options.

The SBC and SBC Glossary is available on the web at: www.suwanneeschools.org. To view documents, please click on the Resources tab, and go to Staff.

Other important insurance information is also available in this location, including Marketplace Notice and COBRA Continuation Coverage Rights.

Paper copies of these documents are available, free of charge, by calling Teri Jones at (386) 647-4616 to request them.

#### **COBRA**

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue certain insurance coverage under an employer-sponsored plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and when a dependent child no longer meets eligibility requirements. It is the employee's responsibility to notify the School Board, in writing, should there be a qualifying event that will result in loss of coverage. Under COBRA, the employee or beneficiary pays full cost of coverage at the employer's group rates plus an administration fee. Please refer to the *General Notice of COBRA Continuation Coverage Rights* on page 35 for important information regarding COBRA.

#### WORKERS' COMPENSATION INSURANCE

Suwannee County School District provides comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical treatment. Any employee who sustains a work-related injury or illness should inform his or her supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. When a case is turned over to workers' compensation, the insurance carrier, in accordance with Florida Statute, will determine eligibility and benefits available. Medical expenses and travel for doctor appointments are assumed by workers' compensation.

#### UNEMPLOYMENT COMPENSATION

Unemployment compensation provides temporary income payments to make up a part of the wages lost to workers who lose their jobs through no fault of their own, and who are able and available for work. It is a temporary income to help individuals absorb some of the shock of unemployment. Employees may be eligible for unemployment compensation benefits if they:

- Are terminated or partially unemployed through no fault of their own; and
- Are able to work and available for work; and are registered for and seeking employment.

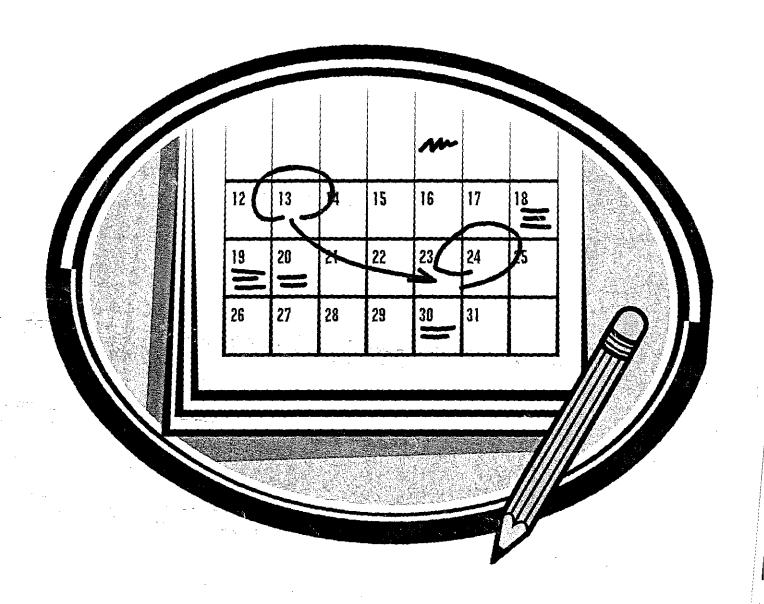
To qualify for benefits the employee must file a claim, have the necessary wage credits, and not be subject to any of the disqualification's provided for in the law. Ten-month employees are not eligible for unemployment compensation during the summer. Employees interested in requesting unemployment compensations should contact the Florida Department of Labor and Employment Security, Division of Unemployment, at (352) 376-4691 or 336-2215.

#### PROFESSIONAL DEVELOPMENT

A variety of training activities are provided throughout the year so employees will have the opportunity to keep abreast of changes in the field of education. The inservice programs are designed to help employees improve student performance, their job performance, foster personal growth and development, as well as assist employees in meeting professional regulations and standards. Using <a href="http://navplus.nefec.org">http://navplus.nefec.org</a>, employees may also search for inservice opportunities and track his/her own inservice records. Each school has a designated Professional Development Council (PDC) representative who serves as liaison between the personnel department and the school. Credit for participation in inservice activities is granted in accordance with the Board's approved Master Inservice Plan for and State Board of Education regulations.

The Department of Curriculum and Instruction disseminates information concerning inservice training activities to each school, as well as keeps track of all employees' inservice points for certification purposes.

# **Employee Leave**



## LEAVE REQUESTS

Any absence shall be covered by leave duty authorized and granted. Leave may be with or without pay as provided by law and regulations of School Board Policy. Leave requests shall be in writing on the forms prescribed by the Board. The employee is responsible for completing the

appropriate paperwork requesting leave. All requests for leave, except for sickness and emergencies, must be requested and approved by the supervisor, Board or Superintendent in advance.

#### PERSONAL LEAVE

The School Board allows six (6) days of personal leave with pay for all employees for each fiscal year for personal reasons, including emergencies. These days are non-cumulative and are charged to sick leave. All personal leave, except emergencies, must be requested and approved in advance.

#### LEAVE OF ABSENCE

A leave of absence is permission granted by the Board, or allowed under its adopted policies for an employee to be absent from duty for a specified period of time, with the right to return to employment upon the expiration of the leave. Employees returning from leave will retain full credit for years of service credited to them prior to the leave.

If the employee is on an approved leave of absence for a full contracted year and the employee wishes to return to work the following year, the employee must notify the principal/supervisor in writing of their intent by the time frame specified. Failure of the employee to notify the principal/supervisor of his/her intent to return to employment may result in termination of employment

#### ABSENCE WITHOUT LEAVE

Any employee who is willfully absent from duty without leave shall interrupt continuity of service, and shall forfeit compensation for the time of the absence and his/her employment shall be subject to termination by the Board.

#### SICK LEAVE

The School Board grants eligible employee's sick leave for periods of temporary absence due to illness or injury. Instructional employees, hired on a full-time basis, are entitled to four (4) days of sick leave as of the first working day and will then earn one (1) day per month credited at the end of the month for a total of 10 sick leave days.

School related and administrative employees, employed on a full-time basis, will earn four (4) days of sick leave at the end of the first month of employment, and shall earn one (1) day per month credited at the end of the month for a total of 9 days for 9 month employees, 10 days for 10 month employees, 11 days for 11 month employees, and 12 days for 12 month employees.

Teachers and paraprofessionals who expect to be absent from duty on student contact days shall notify Kelly Educational Staffing to arrange a substitute through the Kelly Automated Scheduling System (KASS) as soon as possible.

All other employees should notify their direct supervisor/principal the evening immediately preceding the day of absence, if possible. Where an absence is due to an emergency, the employee shall notify their supervisor at the earliest possible moment. The notice of absence shall always be in advance unless conditions beyond the control of the employee make such advance notice impossible. The employee must complete the sick leave form within five (5) working days of his/her return to duty. The sick leave form will be used as documentation to certify that the facts are true and correct, and that the claim is valid and legal. A false claim for sick leave shall be deemed cause for termination.

#### SICK LEAVE BANK

The Sick Leave Bank was established to provide employees emergency sick leave for illness or injury beyond that available under provisions governing sick leave. Participation is voluntary and open to any full-time employee who has worked a full year with the school system and has accrued a minimum of seven sick days. Enrollment in the sick leave bank will be accepted during September 1 through September 15 of each school year. Employees must wait thirty (30) days after initial enrollment before being eligible to withdraw days from the sick leave bank. Participating employees are required to contribute one (1) sick leave day during the enrollment period, and one (1) sick leave day each time the bank is depleted to 10 days.

The employee must make application to the Sick Leave Bank in order to receive benefits. All requests for withdrawal of days from the Sick Leave Bank shall be addressed to the Sick Leave Bank Committee on the official form provided for this purpose and forwarded to the Finance Office.

Any leave withdrawn must be used for the employee's personal illness, accident, or injury. A limit of 45 days is placed on any one (1), accident, illness, injury, or resulting complications. The number of hours shall be equal to the hours that make up an employee's workday. Approval for sick leave from the Bank will not be granted unless the employee's accumulated sick leave and other leave has been exhausted, and the request is for absences totaling ten (10) continuous days or more. A participating employee is not required to replace the days he/she uses, except as a regular contributing member. Any leave donated by a participating employee will not be returned when the employee chooses to no longer participate in the Sick Leave Bank. If the membership falls below 10 the bank will automatically be dissolved. The remaining leave days will be equally proportioned to the remaining members.

#### EMPLOYEE LEAVE SELL BACK OPTION

The Employee Leave Sell Back Option was established to reward employees by being able to sell back accumulated leave time at specified intervals during the fiscal year, tied to an attendance incentive. Employees can sell back up to 5 days of sick leave time, twice per year, at 80 % of the daily rate of pay, at the time application for payment is made to the district.

For eligibility guidelines please refer to the Collective Bargaining Agreement, which can be found on the district website under staff resources.

#### ILLNESS-IN-LINE-OF-DUTY LEAVE

Any full-time regular employee shall be entitled to illness or injury-in-line-of-duty leave for a period not to exceed ten (10) school days when he has to be absent from work because of a personal injury received in the discharge of his duties or because of illness from any contagious or infectious disease contracted in the performance of his / her duties. Illness-in-the-line-of-duty leave is intended to deal with the illnesses normally known as childhood diseases; such as, mumps, measles, and chicken pox. This leave does not include normal adult illnesses such as colds and influenza. This leave is non-cumulative.

#### ANNUAL LEAVE/ VACATION

Annual Leave or vacation time off with pay is available to 12-month employees only. The amount of annual leave employees receive each year increases with the length of their employment. Annual leave accrues at the close of each month, in accordance with the maximum allowed, and may not exceed 60 days for a carryover at the end of the fiscal year.

To use annual leave, the employee must get advance approval from his/her administrative supervisor, and it shall be scheduled as to cause a minimum disruption of the school program. Upon termination, retirement, or participation in the Deferred Retirement Option Program, an employee may receive a lump sum payment for accrued annual leave. If service is terminated by death, this benefit shall be paid to the employee's beneficiary.

#### HOLIDAYS

All ten (10) and eleven (11) months instructional personnel will be provided six (6) paid holidays as identified on the school calendar. 12 month personnel shall receive the same holidays, plus any additional holidays listed on the school calendar for the summer months. In addition, two (2) days each school year shall be provided for each teacher for religious holidays not otherwise provided in the school calendar. Such days shall be non-cumulative and shall be charged to sick leave provided the employee is a member of the religious faith for which the holiday was established.

#### PROFESSIONAL LEAVE

Employees may be granted professional leave under the following classifications:

#### a. Extended professional leave

Extended professional leave is leave in excess of 30 days. Extended professional leave for professional study may be granted by the Board upon recommendation of the Superintendent, for a period not to exceed one year to any member of the instructional staff who possesses Professional Service or Continuing Contract status or any member of the Superintendent's administrative staff, who has served continuously and satisfactory for a period of five years in the school system. Such leave shall be without pay. The request for extended professional leave shall be in writing and in the district office at least 30 days prior to the last day of the post school conference. Upon return to work the employee is required to submit documentation of credits earned while on leave. Failure to submit the required documentation will invalidate the leave of absence, and may result in termination of employment.

#### b. Pre/Post school planning leave to complete summer coursework

When professional or certificated personnel request professional leave for any part of the preschool or post-school planning period, the Board may grant professional leave with pay for a period not to exceed five (5) days provided that the teacher is attending class or taking examinations in course work related to the area(s) for which the teacher is responsible and that satisfactory evidence of such attendance or examination has been signed by the dean of the college or his/her representative.

#### c. Leave for professional meetings, conferences, or conventions

Professional leave with pay may be granted to any member of the instructional, supervisory, or administrative staff who finds it necessary to attend a professional meeting, conference or

convention, or who may be assigned by the Superintendent to be absent for professional reasons provided such request is made on the authorized form within the time frame specified by Board policy. A non-instructional employee may be granted professional leave to improve his/her job effectiveness, provided the Superintendent recommends such leave and approved by the Board.

#### MILITARY LEAVE

Employees are allowed to use military leave when they are required to serve in the armed forces, or because of membership in the reserves. Compensation allowed for military leave during peacetime shall not exceed 240 hours. When an employee enters voluntarily into any branch of the armed forces for temporary or an extended period of service, military leave shall be granted at the School Board's discretion. Compensation allowed for military leave for voluntary state duty shall be calculated based on the difference between military pay and School Board salary.

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-weekleave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is:

(1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment ,recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

\*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".

#### JURY DUTY AND WITNESS LEAVE

Employees are encouraged to fulfill their civic responsibilities by serving jury and witness duty when required. The employees shall make application for temporary duty. When the litigation or court action is of a personal nature, a request for personal leave shall be made. The original or a copy of the subpoena/summons must be attached to the application for leave. The employee shall receive his/her regular salary. All applications for jury duty and witness leave must be endorsed by the principal or supervisor.

#### **FAMILY MEDICAL LEAVE**

The Family Medical Leave Act of 1993 entitles eligible/qualified employees up to 12 weeks of unpaid leave per year for one (1) of the following reasons:

• for incapacity due to pregnancy, prenatal medical care or child birth;

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

To be eligible, an employee must have worked a full contract year (July through June) or must have worked for at least 1,250 hours during a 12-month period (July through June). An employee who wishes to take Family Medical Leave must provide the supervisor with at least thirty (30) calendar days advance notice before the leave begins; or due to an emergency, a change in circumstances, or lack of knowledge, the notice of intent to take Family Medical Leave must be given as soon as possible and practical.

Under Family Medical Leave, the Board's contribution for health insurance will continue to be paid, however, an employee on such leave will not earn retirement credit for any month(s) during which no salary is paid. If an employee desires, he/she may purchase retirement credit for the Family Medical Leave taken, provided the individual is in compliance with FRS laws. Eligible employees desiring such leave must complete the Family Medical Leave form and submit it for Board approval.

At the discretion of the Board, and in accordance with Board policy, employees are allowed to use their accumulated sick leave, and/or Family Medical Leave for the purpose of parenting. The request for parenting leave should be made in advance and shall not exceed one (1) year. A physician's statement is required with the application for leave.

#### TEMPORARY DUTY ELSEWHERE

Any employee may be granted temporary duty when officially assigned short-term professional duties away from the regular job site. Employees granted temporary duty shall receive their regular pay and may be allowed expenses as provided by law and Board Policy. A request for temporary duty is subject to the approval of the employee's immediate supervisor. A leave form for temporary duty is required. When taking students on a field trip, a leave form and field trip request form are required to be completed in advance. TDE's need to be planned in advance and require approval of the employee's immediate supervisor and district staff.



Appendices

#### Availability of Summary Health Information

As an employee of SCSB, the health benefits available to you represent a significant component of your compensation package. They also provide important protection for you and your family in the case of illness or injury.

Your plan offers a series of health coverage options. Choosing a health coverage option is an important decision. To help you make an informed choice, a Summary of Benefits and Coverage ("SBC") is available, which summarizes important information about any health coverage option in a standard format, to help you compare across options.

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Paper copies of these documents are available, free of charge, by calling Teri Jones at (386) 647-4616 to request them.

### SUWANNEE COUNTY SCHOOL DISTRICT



702 – 2<sup>nd</sup> Street, NW • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

> JERRY A. SCARBOROUGH Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> JULIE ULMER DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

#### **MEMORANDUM**

TO:

Jerry A. Scarborough, Superintendent of Schools

FROM:

Bill Brothers, Director of Human Resources

DATE:

June 13, 2016

RE:

Personnel Changes List for June 28, 2016, Regular Meeting

#### **RECOMMENDATION:**

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations. Approval of each is respectfully requested.

#### SUWANNEE COUNTY SCHOOL BOARD

Personnel Changes June 28, 2016

TO:	District School Board of Suwannee, County
FROM:	Gerry 4. Scartosout vand
,	Verry A. Scarborough, Superintendent

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations. Approval of each is respectfully requested.

### **RETIREMENTS: INSTRUCTIONAL:**

### Branford Elementary School:

Shirley Campbell, Teacher, effective August 9, 2016

### Suwannee Elementary School:

Laurie Dunham, Teacher, effective August 9, 2016

### Suwannee High School:

Randy Ethridge, Teacher, effective August 9, 2016 David Laxton, Teacher, effective August 9, 2016 Candyce Vickers, Teacher, effective August 9, 2016

### Suwannee Intermediate School:

Debra Brown, Teacher, effective August 9, 2016 Susan Roush, Teacher, effective August 9, 2016 Katherine Wood, Teacher, effective August 9, 2016

### Suwannee Middle School:

Cecil Ethridge, Teacher, effective August 9, 2016 Linard Johnson, Teacher, effective August 9, 2016 Daniel Robinson, Teacher, effective August 9, 2016

### Suwannee Primary School:

Terrance Mixon, Teacher, effective August 9, 2016

### **RETIREMENTS: NON-INSTRUCTIONAL:**

### <u>Transportation:</u>

Elizabeth Ash, Bus Driver, effective April 30, 2016 Quinton Callum, Mechanic, effective May 31, 2016

### RIVEROAK Technical College:

James Johnson, Head Custodian, effective May 31, 2016

### **RESIGNATIONS: INSTRUCTIONAL:**

### Branford Elementary School:

Joann Saunders, Teacher, effective August 9, 2016

### Suwannee High School:

Stacey Smith, Teacher, effective June 27, 2016

#### Suwannee Elementary School:

Lana Lane, Teacher, effective August 9, 2016 Priscilla Woodward, Teacher, effective August 9, 2016

### Suwannee Middle School:

Kaitlin Van Heusen, Teacher, effective August 9, 2016 Tasha Cockburn, Teacher, effective August 9, 2016 Tiffany Bellenger-Smith, Guidance Counselor, effective July 5, 2016

### **RESIGNATION: NON-INSTRUCTIONAL:**

### Suwannee Primary School:

Michael Fusco, Custodian, effective May 23, 2016

### Facilities:

Susan Bolen, Crossing Guard, effective August 9, 2016

### Transportation:

Tia Ginn, Bus Driver, effective August 16, 2016

### RECOMMENDATIONS: INSTRUCTIONAL

### LEAVE OF ABSENCE (ILLNESS-IN-THE-LINE-OF-DUTY):

### RIVEROAK Technical College:

Melissa Francisco, Teacher, April 13 and 20, May 3 and May 16, 2016, for a total of 7 hours

### SUPPLEMENTARY:

<u>NAME</u>	POSITION	<b>LOCATION</b>	<b>REPLACES</b>
Jeremy Ulmer	SkillsUSA	RTC	
Kim Thomas	Mentor	RTC	
Pam Poole	Mentor	RTC	
Patricia Sullivan	Mentor	RTC	
Melissa Francisco	Mentor	RTC	

### RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

### LEAVE OF ABSENCE (MEDICAL):

### Food Service:

Sarah Hatch, Food Service Worker, May 18 through June 3, 2016

### LEAVE OF ABSENCE (ILLNESS-IN-THE-LINE-OF-DUTY):

### **Branford High School**

Karen Tucker, Custodian, November 9 and 10, 2016, for a total of 16 hours

### District:

Marilyn Sapp, Administrative Support Specialist, January 12, 2016, and April 25, 2016, for a total of 12 hours

### Suwannee Primary School:

Rajan Maharash, Custodian, May 10 and 11, 2016, for a total of 13 hours

Rhonda Twilley, Paraprofessional, February 22, January 5, 6, 7, and 28, and April 14, 2016, for a total of 31 hours

Geraldine Thomas, Paraprofessional, September 28 and 29, 2015, for a total of 15 hours

### **SUSPENSIONS:**

### Food Service Department:

Lisa Fralick, Food Service Worker, May 26, 2016, without pay Stephanie Whittington, Food Service Worker, May 26, 2016, without pay

### **TERMINATION:**

Facilities Department:

Emery Scarborough, Maintenance Man, effective June 24, 2016

### SUPPLEMENTARY:

**NAME** 

**POSITION** 

**LOCATION** 

**REPLACES** 

CDA

RTC

### TRANSFERS / REASSIGNMENTS:

NAME

FROM: SITE/POSITION TO: SITE/POSITION

REPLACES

**EFFECTIVE** 

David Daniels SES / Custodian

Marissa Lane

SHS / Custodian

Robert George

6/07/2016

Robert George SHS / Custodian RTC / Custodian

Georgia Marsden 6/07/2016

James Larson District / Custodian

RTC / Head Custodian

James Johnson

6/20/2016

**End of List** 2015-2016 School Year

### **SUMMER TERM 2015-2016**

### **RECOMMENDATIONS: INSTRUCTIONAL:**

### Branford Elementary School:

Wynette Sumner, teacher, Summer Reading Camp

### Branford High School:

Carl Manna, Dean of Students

Tim Clark, Teacher

Lura Sapp, Teacher, alternate

### PAL Program:

Mary Kinard, Teacher

Sue Ratliff, Teacher

### Suwannee Elementary School:

Pam Lewis Teacher, Summer Reading Camp

Sandra Winburn Teacher, Summer Reading Camp

Ona Robertson Teacher, Summer Reading Camp

Evelyn Arnold, Teacher, Summer Reading Camp Lina Saleem, Teacher, Summer Reading Camp

#### Suwannee Middle School:

Alan Bonds, Dean, Credit Retrieval Meri Harrell, Teacher, Credit Retrieval Angela Hester, Teacher, Credit Retrieval Melva Jackson-Batts, Teacher, Credit Retrieval Mirian Venero, Teacher, Credit Retrieval

### Suwannee High School:

Ronald Gray, Dean of Students Perry Davis, Teacher Becky Skipper, Teacher Isaac Chandler, Teacher Skyler Phillips, Teacher Frank Allen, Teacher

### Suwannee Virtual School:

Jeffrey Boatright, Teacher Andrew Chapman, Teacher Jaclyn Harris, Teacher Vanessa Menhennett, Teacher Sergio Rodriguez, Teacher Kimberly Tuvell, Teacher Mirian Vanero, Teacher Angie Hester, Alternate Teacher

### Suwannee Primary School:

Rebecca Monroe, Teacher, ESE extended year Jenny Clark, Teacher, ESE extended year, alternate Amy Allen, Teacher, ESE extended year, alternate Elizabeth Vann, Teacher, ESE extended year, alternate Jennifer Wooley, Teacher, VPK April Greene, Teacher, VPK Pamela Hastings, Teacher, VPK Nancy Seale, Teacher, VPK

### District Wide/21st Century:

The following to work as paraprofessional or teacher in the 21st Century Program: Tracy Combee Carla Suggs

### RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

### Facilities Department:

Dylan Brown, Day Laborer

Bo Cameron, Day Laborer

Jeffery Clayton, Day Laborer

Matthew Ernst, Day Laborer

Devon Hingson, Day Laborer

Bryson Johnson, Day Laborer

Zachary Law, Day Laborer

Tyler McWatters, Day Laborer

Austin Murray, Day Laborer

Matthew Pennington, Day Laborer

Matthew Strickland, Day Laborer

Jayvis Ward, Day Laborer

### Food Service Department:

Tara Spears, 4 hour Food Service Worker (alternate)

### Migrant Program:

The following as paraprofessionals in the Migrant Program:

Jessica Melgar

### PAL Program:

Brant Jessup, Paraprofessional

### Suwannee Middle School:

Laritta Hunter, Paraprofessional, Credit Retrieval

Yoleydis Cartaya, Paraprofessional, Credit Retrieval Alternate

Amanda Bartley-Ramirez, Paraprofessional, Credit Retrieval Alternate

### Suwannee High School:

Najahwan Dukes, Paraprofessional

### Suwannee Primary School:

Patti Nixon, School Nurse, ESE extended year

Shun Reynolds, School Nurse, ESE extended year, alternate

Michelle Howard, School Nurse, ESE extended year, alternate

Tenlee DeLoach, CDA, Pre-K School Readiness

Amanda Kiser, CDA, Pre-K School Readiness

Transportation Department:
Inez Williams, Bus Driver
Teneshia Henderson-Pate, Bus Driver
Lynn Peaden, Bus Attendant
Mercedes Gervacio, Bus Attendant

End of List Summer School 2015-2016

### **RECOMMENDATIONS 2016-2017 SCHOOL YEAR:**

### **RECOMMENDATIONS: INSTRUCTIONAL:**

District Wide/ Student Services:

Jennifer Beach, Teacher/TSA TSC, Probationary, effective August 9, 2016 REPLACES: Deanna Zastrow

Suwannee Elementary School:

Ellena Huston, Teacher, Probationary, effective August 9, 2016 REPLACES: Angela Miller

Mary Metz, Teacher, Probationary, effective August 9, 2016 Replaces: Unfilled Position

Suwannee High School:

Belinda Fries, Teacher, Probationary, effective August 9, 2016 Replaces: New Position

Rebecca Mowry, Teacher, Probationary, effective August 9, 2016 Replaces: Position upgrade

Suzanne Wilson, Teacher, Probationary, effective August 9, 2016 Replaces: Jenny Hurst

Elisa Hall, Teacher, Probationary, effective August 9, 2016 Replaces: Lorena Urban

Sarah Trimm, Teacher, 12 month, Probationary, effective July 1, 2016 Replaces: Mary Ward

Suwannee Intermediate School: Kendra Crews, Teacher, Probationary, effective August 9, 2016 Replaces: Kathy Wood	
Melissa Horn, Teacher, Probationary, effective August 9, 2016 REPLACES: Debra Brown	
Susan Zagorska, Teacher, Probationary, effective August 9, 2016 Replaces: Lana Lane	
Suwannee Middle School: Trudy Benson, Teacher, Probationary, effective August 9, 2016 Replaces: Danny Robinson	
Suwannee Primary School: Cierra Keen, Teacher, Probationary, effective August 9, 2016 Replaces: Sarah Musgrove	
CONTRACT RENEWALS:	
ADMINISTRATIVE:	TERM:
Suwannee Middle School: John Olson, Assistant Principal	12
<u>Transportation Department:</u> Jimmy Cherry, Jr., Assistant Director of Transportation	12
ANNUAL:	TERM:
Branford Elementary School: Mya Sanders	10
Branford High School: Tim Clark Courtney Jernigan	10 10

Suwannee Elementary School: Takesha Patrick Shannon Rodriguez Amy Williams

10 10 10 Suwannee High School:

Myra Bell 10 Rebecca Mowry 10

Suwannee Primary School:

Wendalyn Cordle 10

Suwannee Intermediate School:

Summer Ely
Julie Griswold
10

Suwannee Middle School:

Dana Drawdy
Patrice Parker
10
Dan Skelly
10

### **Professional Service Contract:**

Branford High School:
Lynda McInnis

TERM:
10

### LEAVE OF ABSENCE (PERSONAL):

### Branford Elementary School:

Amanda Clark, Teacher, August 9, 2016, through June 9, 2017, leave without pay

### **SUPPLEMENTARY:**

NAME	<u>POSITION</u>	<b>LOCATION</b>	REPLACES
Derwin Bass	SkillsUSA	RTC	
Bob Makela	SkillsUSA	RTC	
Kim Thomas	SkillsUSA	RTC	
Patricia Sullivan	SkillsUSA	RTC	
Mona Kelly	SkillsUSA	RTC	
Joe Ragan	SkillsUSA	RTC	
Jeremy Ulmer	SkillsUSA	RTC	
Tom Shea	SkillsUSA	RTC	
Janie Maxwell	SkillsUSA	RTC	
June Guy	LPN Instructor	RTC	

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Hilda Collins	LPN Instructor	RTC
Darrell Curls	Head Varsity Girls' Soccer	SHS
Mary Check-Cason	Instructional Leadership	SMS
Marlene Plympton	Instructional Leadership	SMS
Daniel Skelly	Instructional Leadership	SMS
Robyn Bonds	Instructional Leadership	SMS
Sarah Grillo	Instructional Leadership	SMS
Jenny Clark	Instructional Leadership	SMS
Kevin Lewis	Head Boys' Basketball	SMS
Kevin Lewis	Girls' Track Coach	SMS
Debra Kleinsmith	NJROTC	SHS
Brad Scarborough	Head Football	SMS
Jayvis Ward	Assistant Football	SMS
Lee Laxton	Assistant Football	SMS
Rayanna Johnson	Volleyball	SMS
Logan Register	Head Wrestling	SMS
Laritta Hunter	Cheerleading - Football	SMS
Laritta Hunter	Cheerleading - Basketball	SMS
Sarah Grillo	Girls' Soccer	SMS
Jayvis Ward	Head Girls' Basketball	SMS
Kayla Roper	Softball	SMS
Andrew Chapman	Baseball	SMS
Bobby Horne	Assistant Baseball	SMS
Andrew Chapman	Athletic Director	SMS
Becky Skipper	Wellness Coordinator	District

### J. Prevatt

### TRANSFERS:

<u>NAME</u>	FROM: SITE/POSITION	TO: SITE/POSITION	<u>REPLACES</u>	<b>EFFECTIVE</b>
Leah Harrell	SHS Counselor	District/Teacher/TSC	A. Lundy	8/09/2016
Nancy Nielsen	BES Counselor	District/Counselor	New	7/01/2016
Ben Thomas	SES/ Teacher	SMS Teacher	C. Ethridge	8/09/2016
Michelle Thon	npson SMS / Teacher	SHS/Teacher	M. Yancey	8/09/2016

### PART-TIME/HOURLY EMPLOYEES:

ADULT EDUCATION
Robbin Chapman ABE/GED Prep Tracy Henderson

ABE/GED Prep Angie Hester ABE/GED Prep

Kathy Smith

ABE/GED Prep

Darryl Cannon

Adult Basic Education Adult Basic Education

Glenda Cranford Pam Poole

Chief GED Test Examiner

Phyllis Doty

ESOL

Sabrina Harrell

**ESOL** 

Ann Warner

GED Test Proctor/TABE Test Examiner

Richard Allen Ta-Trease Sapp TABE Test Examiner

TABE Test Examiner

VOCATIONAL

David Barnes

**Bus Driver Training** 

Pat Fleming

**Bus Driver Training** 

Inez Williams

**Bus Driver Training** 

Susan Morgan

Patient Care Technician/Practical Nursing/I.V. Therapy

Marissa Lane

Early Childcare Education/Paraprofessional

Greta Thornton

Nail Technician

### COMMUNITY EDUCATION (Pending class enrollment)

Ann Warner

**Beginning Computer** 

Marilyn Roberts

**Business** 

Debbie Scott

Cake Decorating

Juanita Torres

Conversational Spanish

### **TRANSPORTATION**

Debra Durden

Crossing Guard

James Newport

**Crossing Guard** 

Lynne Otterbine

**Crossing Guard** 

Amanda Williamson

Crossing Guard

### **MISCELLANEOUS:**

Laura Roberts to work up to 10 hours for the development of an Education Plan (salary to be reimbursed by FDLRS Grant)

### RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee High School:

Keith Cherry, Paraprofessional, effective August 15, 2016

Replaces: Anthony Jones

**Transportation Department:** 

Linda Vanous, Bus Driver, effective August 15, 2016

Replaces: Susan Holloway

TRANSFER/REASSIGNMENT:

NAME FROM: SITE/POSITION

TO: SITE/POSITION REPLACES EFFECTIVE

Betty Riley SPS / Pre-K Paraprofessional SPS / Pre-K Lead

J. McCall 8/09/2016

**SUPPLEMENTARY:** 

<u>NAME</u> <u>POSITION</u> <u>LOCATION</u> REPLACES

Marissa Lane CDA RTC
Ashley Kirby CDA RTC

Virginia Crews CDA RTC

**SUBSTITUTE:** 

**Transportation:** 

Robin Krause, Substitute Bus Attendant

End of List 2016-2017 School Year