

SUWANNEE COUNTY SCHOOL BOARD  
REGULAR MEETING  
August 28, 2018

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Florida Sheriffs Youth Ranch student volunteers

Special Recognition by the Superintendent:

- **Suwannee High School**

Christian Dixon, NJROTC Cadet – Received the *Legion of Valor* Award

Citizen Input (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board prior to 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. 9-30)

July 10, 2018

- Workshop Session
- Special Meeting
- Expulsion Issues Hearing (Private)

July 23, 2018

- Special Meeting (Advertise tentative Millage Rates and tentative Budget for 2018-2019)

- July 24, 2018
  - Joint Workshop Session with Suwannee County Board of Commissioners to discuss Memorandums of Understanding (MOUs)/Interlocal Agreements
  - Expulsion Issues Hearing (Private)
  - Regular Meeting
- July 31, 2018
  - Public Hearing (Adopt the tentative Millage Rates and tentative Budget for 2018-2019)

2. The Superintendent recommends approval of the monthly financial statement for July 2018.
3. The Superintendent presents the following bills for the period July 1-31, 2018:

General Fund		
#170344-170452	\$	482,698.08
Electronic Fund Transfers		<u>71,239.62</u>
	\$	553,937.70

Federal Fund		
#170344-170452	\$	73,083.62
Electronic Fund Transfers		<u>250,149.41</u>
	\$	323,233.03

Food Service Fund		
#170344-170452	\$	8,119.13
Electronic Fund Transfers		<u>53,784.09</u>
	\$	61,903.22

LCIF		
#170344-170452	\$	32,007.73
Electronic Fund Transfers		<u>1,116.94</u>
	\$	33,124.67

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2017-2018:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-13	III-13	IV-13 (Federal)
		IV-13 (Food Service)

5. The Superintendent recommends approval of the following budget amendments for fiscal year 2018-2019:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-1	III-1	IV-1 (Federal)
		IV-1 (Food Service)

6. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated August 28, 2018. **(pg. 31)**
7. The Superintendent recommends approval of the following contracts/agreements for the 2018-2019 school year: **(RENEWAL)** (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-60	Inter-District Private School Services Agreement 2018-2019 between the Suwannee County School Board and the Madison County School District Title I Programs <i>(Renewal)</i> (Note: This agreement was initiated by the Madison County School District.) <b>(pgs. 32-34)</b>
#2019-61	Inter-District Private School Services Agreement 2018-2019 between the Suwannee County School Board and the Lafayette County School District Title I Programs <i>(Renewal)</i> (Note: This agreement was initiated by the Lafayette County School District.) <b>(pgs. 35-36)</b>
#2019-63	Dual Enrollment Articulation Agreement between Florida Gateway College and Suwannee County School District (Out of District) <i>(Renewal/Revised)</i> <b>(pgs. 37-94)</b>
#2019-64	Fuel Education (FuelEd) Contract between the Suwannee County School District and K12 Florida LLC <i>(Renewal)</i> <b>(pgs. 95-116)</b>
#2019-68	Agreement for Educational Staffing between Kelly Services, Inc. and Suwannee County School Board, Florida, for substitute Teachers, Paraprofessionals, Retiree DROP Program Participants, School Nutrition (Food Service) Workers, Custodians, and Speech Therapist <i>(Renewal/Revised)</i> <b>(pgs. 117-137)</b>

8. The Superintendent recommends approval of an out-of-state trip for Branford Elementary School Safety Patrol students and parent chaperones to travel to Washington, DC, on April 11-16, 2019. *(Funded by fundraising and parents of students at no cost to the District.)*
9. The Superintendent presents for informational purposes out-of-state travel for the employees listed below:

<u>Name</u>	<u>Site</u>	<u>Date</u>	<u>Reason</u>	<u>Destination</u>
Erin Roberts	BES	04/11-16/2019	BES Safety Patrol Trip	Washington, DC
Margaret Williams	BES	04/11-16/2019	BES Safety Patrol Trip	Washington, DC

*(Funded by fundraising and employee at no cost to the District.)*

10. The Superintendent recommends approval of the following student transfers for the 2018-2019 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Michael	Benkoczy	Suwannee	Columbia	5
David	Brothers	Suwannee	Columbia	4
Olivia	Goolsby	Suwannee	Hamilton	2
Launa	Hampton	Suwannee	Gilchrist	K
Lia	Hernandez	Suwannee	Madison	K
David	Hodges	Suwannee	Hamilton	11
Casey	Hogan	Suwannee	Columbia	11
Abigail	Kelley	Suwannee	Columbia	11
Aulden	Kelley	Suwannee	Columbia	10
Avery	Kelley	Suwannee	Columbia	9
Santiago	Resendiz	Suwannee	Lafayette	PK
Brantley	Vargo	Suwannee	Lowndes	VPK



Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Peyton	McCook	SES	BES	3
Ethan	Sparkman	SES	BES	3
Jordan	Leighton	SMS	BHS	6
Landon	McCook	SPS	BES	PK

REGULAR AGENDA

**Chief Financial Officer – Vickie DePratter:**

1. The Superintendent recommends approval of the following changes to be made to the purchasing cards issued through First Federal Bank of Florida:
  - a. Issue new card to Malcolm Hines, Director of School Safety and Other Administrative Services, in the amount of \$5,000
  - b. Issue new card to Terry Huddleston, Principal of Branford High School, in the amount of \$5,000
2. Discussion and action regarding the selection and appointment of a School Board Member to serve as the District's trustee on the Florida School Boards Insurance Trust (FSBIT) for the 2018-2019 school year.
3. The Superintendent recommends approval of the following individuals to serve on the Suwannee County School District Collective Bargaining/Negotiating Team for 2018-2019:
  - Vickie DePratter, Chief Negotiator
  - Malcolm Hines
  - Austin Richmond
  - Josh Williams

4. The Superintendent recommends approval of the following resolution for the 2018-2019 school year: (Note: This resolution has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-02R      Resolution Affirming Participation in the Small School District Council Consortium (SSDCC) **(pg. 138)**

**Assistant Superintendent of Administration – Bill Brothers:**

5. The Superintendent recommends approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows:

#3.05      Administrative Organization (*Revised*) **(pgs. 139-140)**  
#3.06      Safe and Secure Schools (*Revised*) **(pgs. 141-148)**  
#3.061      Domestic Security (*New*) **(pgs. 149-152)**  
#4.25      Virtual Instruction (*New*) **(pgs. 153-155)**  
#5.05      Requirements for Original Entry (*Revised*) **(pgs. 156-157)**  
#5.13      Zero Tolerance for School-Related Crimes (*Revised*) **(pgs. 158-163)**  
#5.15      Administration of Medication (*Revised*) **(pgs. 164-169)**  
#5.251      Grievance Procedures for Students (*Deletion* of entire policy)  
                 **(pgs. 170-171)**  
#6.39      Report of Misconduct (*Revised*) **(pgs. 172-175)**  
#6.50      Grievance Procedure for Personnel (*Revised*) **(pgs. 176-179)**

6. The Superintendent recommends approval to designate Mark Carver, Director of Facilities, as the Owner's Representative to act on behalf of the Suwannee County School Board during the construction of the New District Office/Admin Building. (Note: Per Florida Statute 1013.48, the Board may authorize a designated individual to approve change orders for the purpose of expediting the work in progress. We propose the limit of the designee to change orders within the contingency fund. All change orders will be recorded and presented to the Board for approval.)

**Director of Career, Technical, and Adult Education – Mary Keen:**

7. The Superintendent recommends approval of the following contract/agreement for the 2018-2019 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-54      Clinical Education Agreement between the Suwannee County School Board and Lafayette Operations, LLC d/b/a Lafayette Nursing and Rehabilitation Center, Mayo, Florida (*New*)  
(pgs. 180-185)

**Director of Facilities – Mark Carver:**

8. The Superintendent recommends awarding the following bid/Rfq:

#19-201      Electrical Design and Engineering Services for RIVEROAK Technical College to Haddad Engineering, Inc. (*New*)

**Director of School Safety and Other Administrative Services – Malcolm Hines:**

9. The Superintendent recommends approval of Florida Safe Schools Assessment Tool (FSSAT) District Best Practices for the 2018-2019 school year. (A copy is available in the office of the Director of School Safety and Other Administrative Services.)
10. The Superintendent recommends approval of the Suwannee County School District Emergency Management Plan for the 2018-2019 school year. (A copy is available in the office of the Director of School Safety and Other Administrative Services.)

**Director of Student Services – Debbie Land:**

11. The Superintendent recommends approval of the following forms:

- #5100-083 SCSD Student Contact Report (*New*) **(pg. 186)**
- #5100-084 SCSD Authorization for Use or Disclosure of Health Information To and From School Districts (*New*) **(pg. 187)**
- #5200-001 SCSD Parental/Guardian Notice Consent for Evaluation (*Revised*) **(pg. 188)**
- #5200-006 SCSD Eligibility Determination and Staffing Form (*Revised*) **(pg. 189)**
- #5200-009 SCSD Parental/Guardian Notice Consent for Reevaluation (*Revised*) **(pg. 190)**
- #5200-015 SCSD Social/Developmental History Interview Questionnaire-English (*Revised*) **(pg. 191)**
- #5200-015 SCSD Social/Developmental History Interview Questionnaire-Spanish (*Revised*) **(pg. 192)**
- #5200-064 SCSD Physician's Statement (*New*) **(pg. 193)**

12. The Superintendent recommends approval of the 2018-2020 School Health Services Plan for Suwannee County School District. **(pgs. 194-215)**

**Director of Human Resources – Walter Boatright:**

13. Personnel Changes List **(pgs. 216-223)**

**School Board Attorney – Leonard Dietzen:**

14. Legal Counsel's Report

**Superintendent of Schools – Ted Roush:**

15. Superintendent's Report

**School Board Members:**

16. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD  
WORKSHOP SESSION  
July 10, 2018

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, and Ed daSilva, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, and Administrative Secretary Karen Lager. School Board Member Catherine Cason arrived at 9:03 a.m.; and School Board Member Ronald White arrived at 9:10 a.m. Chief Financial Officer Vickie DePratter was absent.

Administrators and others present: Walter Boatright, Bill Brothers, Ethan Butts, Mark Carver, Lisa Dorris, Ronnie Gray, Malcolm Hines, Mary Keen, TJ Vickers, and Josh Williams. FFA Advisors, students, parents, and alumni members were also present.

Chairman Taylor called the meeting to order at 9:00 a.m.

FFA Program Update .....Bill Brothers

FFA Program updates were provided by Suwannee Middle School, Branford High School (middle and high school grades), and Suwannee High School.

The workshop recessed at 10:16 a.m. and resumed at 10:22 a.m.

Human Resources Department Update ..... Walter Boatright

Mr. Boatright provided updates on the following:

- Minority Teacher Recruitment Plan 2018-2019 (pgs. 2-4)
- Florida Educational Equity Act Plan Update
- Suwannee County School District Employee Handbook for 2018-2019 (pgs. 5-47)

School Safety Department Update .....Malcolm Hines

Mr. Hines provided an update on the following:

- Florida Safe School Assessment Tool (FSSAT)

The workshop recessed at 11:40 a.m. and resumed at 1:00 p.m.

Assistant Superintendent of Administration .....Bill Brothers  
Department Update

- Tabled Agenda Item from June 26, 2018, Regular Meeting
  - Interlocal Agreement for Emergency Shelters In Suwannee County  
(Contract #2019-56, which replaces #2018-119)  
(pgs. 48-52)

Mr. Brothers provided an update on the revisions to Contract #2019-56 made by the County, as well as the concerns that Mr. Dietzen had with the revisions. Discussion followed regarding revisions to the contract pertaining to reimbursement of hourly rates for employees, pet friendly shelter, etc. Specifically Item #12, Board consensus was to delete all language after Suwannee County Department of Health. This was due to controversy regarding a school being designated as a pet friendly shelter (PFS), which the Board was totally against.

Superintendent Update ..... Ted Roush

Mr. Roush provided information on the following:

- Distributed and reviewed a handout of an email from Mrs. DePratter regarding calendar dates and meetings for the TRIM process.
- Distributed and reviewed a handout regarding Elementary and Secondary Progress Monitoring calendars for 2018-2019.
- Provided additional information regarding school hardening dollars pertaining to school safety.

### **Miscellaneous**

- Mr. daSilva asked for additional microphones/sound and monitors be installed in the Board room. Mr. Carver responded that he would get with Josh Williams to see what all can be done to improve the sound system, as well as installation of monitors for viewing the electronic agenda and video presentations.
- Mr. Taylor questioned the status of summer projects throughout the District. Mr. Carver provided an update.
- Mr. Taylor questioned the status of the New District Office/Admin Building. Mr. Carver provided an update.

- Mr. White asked if Mr. Carver could research and see if it is feasible to install restrooms at the Branford High School Forestry Plot. Mr. Carver shared that the Suwannee High School Ag Farm does not have restrooms as well. Mr. Roush stated that the District is looking into the feasibility of installing port-a-potties at both locations.

The workshop adjourned at 2:06 p.m.

SUWANNEE COUNTY SCHOOL BOARD  
SPECIAL MEETING  
July 10, 2018

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Catherine Cason, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, and Administrative Secretary Karen Lager. Chief Financial Officer Vickie DePratter was absent.

Chairman Taylor called the meeting to order at 2:07 p.m.

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

**Chief Financial Officer – Vickie DePratter:**

(Presented by Assistant Superintendent of Administration – Bill Brothers)

1. Discussion and action regarding the selection of one Suwannee County business owner to serve as the Alternate on the Value Adjustment Board (VAB) for 2018-2019. (Note: School Board Members and the Suwannee County Business Owner Sitting Member were Board approved at the June 26, 2018, Regular Board Meeting.)

MOTION by Mr. Alcorn, second by Mr. daSilva, for Travis Land, with Jim Hinton Oil, to serve as the Alternate Citizen/Business Owner on the VAB.

MOTION CARRIED UNANIMOUSLY

**Director of Student Services – Debbie Land:**

(Presented by Assistant Superintendent of Administration – Bill Brothers)

2. MOTION by Mr. Alcorn, second by Mr. daSilva, for approval of the Suwannee County School District Mental Health Assistance Allocation Plan (pgs. 2-6)  
MOTION CARRIED UNANIMOUSLY



### **Director of Human Resources – Walter Boatright:**

3. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the Personnel Changes List, along with the following two changes: Page 10 (bottom of page), under Recommendations: Non-Instructional/School Related/Suwannee Middle School, delete the name of Yomaris Vega, Paraprofessional, due to the individual declined the position; and Page 10 (top of page), under Part-Time Hourly Employees/Adult Education, change David Crockett to his legal name of Richard Crockett. (pgs. 7-11) MOTION CARRIED UNANIMOUSLY

### **PERSONNEL CHANGES LIST APPROVED:**

#### **RECOMMENDATIONS FOR THE 2017-2018 SCHOOL YEAR:**

##### **RESIGNATION: INSTRUCTIONAL:**

###### Suwannee Intermediate School:

Ruth Thomas, Teacher, effective June 19, 2018

##### **SUPPLEMENTARY:**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>
Robbin Chapman	Instructional Leadership	SIS
Kristy Chauncey	Instructional Leadership	SIS
Sherry Dean	Drama Sponsor	SHS
Mary J. Kinard	Instructional Leadership	SIS
Tracy Kirby	Instructional Leadership	SIS
Donna Leslie	12 <sup>th</sup> Grade Sponsor	SHS
Theda Roper	Yearbook Sponsor	SIS
Phyllis Smith	Instructional Leadership	SIS
Ruth Thomas	Instructional Leadership	SIS
Kimberly Warren	Yearbook Sponsor	SIS
Ashley Wooley	Instructional Leadership	SIS

##### **MISCELLANEOUS:**

Approval for Dawn Eakins to work two additional days up to 20 additional hours to assist in the development of the master schedule for 2018-2019.

Approval for Anne Etcher and Katheryn Quincey to work four summer workdays at instructional rate of pay, between the dates of June 11<sup>th</sup> through June 28, 2018 paid out of Carl D. Perkins Grant for competitions and summer events with students.

**End of List  
2017-2018  
School Year**

## **RECOMMENDATIONS FOR THE 2018-2019 SCHOOL YEAR:**

### **RECOMMENDATIONS: INSTRUCTIONAL:**

#### **Branford Elementary School:**

Lura Sapp, Teacher, temporary, effective August 3, 2018

REPLACES: Michelle Aderholt

#### **Branford High School:**

Pamela Christy, Teacher, effective August 3, 2018

REPLACES: Emily Rains

Maria Rodriguez, Teacher, effective August 3, 2018

REPLACES: Pamela Cassube

#### **Suwannee Elementary School:**

Christina Sparkman, Teacher, effective August 3, 2018

REPLACES: Amanda Hurst

### **SUPPLEMENTARY:**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Becky Carter	Instructional Leadership	SES	
Victoria Carter	Instructional Leadership	SES	
Christopher Ferguson	JV Boys Basketball Coach	BHS	Ritchie Frye
Danielle Gay	Instructional Leadership	SES	
Jennifer Hitt	Instructional Leadership	SES	
Joyce McIntosh	Instructional Leadership	SES	
Lindy Meeks	Yearbook Sponsor	SES	
Susan Michelle Mowry	Instructional Leadership	SES	
Rebecca Reaves	Instructional Leadership	SES	
Michelle Robertson	Instructional Leadership	SES	
Stephanie Selph	Instructional Leadership	SES	

### **MISCELLANEOUS:**

Approval for Alexander Gonzalez to work up to 30 additional hours to translate the 2018-2019 Code of Conduct into Spanish.

Approval for Kelli Williams to work up to 80 additional hours in July for projects and conferences paid out of Title IIA.

Approval for Kathy Smith to work up to 40 additional hours in July for various mental health trainings.

Approval for Katrina Walker-Bius to work up to 60 additional hours in July for training and additional work.

**PART-TIME/HOURLY EMPLOYEES:**

Approval for the following for part-time/hourly employees for the first term 2018-2019

**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
Glenda Cranford	Adult Basic Education
Pam Poole	Chief GED Test Examiner
Richard Crockett	ESOL
Jennifer Floyd	GED Test Proctor/TABE Test Examiner
Richard Allen	TABE Test Examiner
Ta-Trease Sapp	TABE Test Examiner
Jeffrey Lee	Test Administrator/Transition Specialist

**CAREER & TECHNICAL**

Marivic Blackwell	Phlebotomy
Kelly Grimes	Practical Nursing/Patient Care Technician Clinical Instructor
Kevin Mercer	Welding
Susan Morgan	Patient Care Technician/Practical Nursing/I.V. Therapy
Brenda Lacy	Dietary Management
Tommy Taylor	Welding
Greta Thornton	Nail Technician
Hildelita Warren	Practical Nursing/Patient Care Technician Clinical Instructor

**COMMUNITY EDUCATION (Pending class enrollment)**

Debbie Scott	Cake Decorating
Virginia Crews	CPR
Natasha Pittman	Computer Applications
Margaret Wooley	Wreath Making
Vanessa Grantham	Crochet/Stained Glass
Wayne Musgrove	Gun Safety/Concealed Weapons
Donna Bass	Community Education Coordinator
Dana Tidwell	Community Education Assistant
Belinda Fries	Computer Technology & Computer Safety
Kevin Constanza Renderos	Conversational Spanish
Kevin Mercer	Metal Art
Derwin Bass	Basic car, home and/or shop maintenance
Julie Dees	Culinary, Cake Decorating
Stasia Dupree	Essential Oils

**RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

**Branford Elementary School:**

Rebekah Mercer, School Nurse, effective August 3, 2018

REPLACES: Kelly Hakes

Tiffany Phillips, Pre-K Paraprofessional, effective August 9, 2018

REPLACES: Kimberly Clyatt

**Branford High School:**

Jerri Byrd, School Secretary, effective July 2, 2018

REPLACES: Lauri Reaves

**Suwannee Middle School:**

Kelsey Leighton, Paraprofessional, effective August 9, 2018

REPLACES: Catherine Melton

**LEAVE OF ABSENCE (FAMILY & MEDICAL LEAVE):**

**Branford Elementary School:**

Belinda Horn, tentatively August 8, 2018, through August 21, 2018, without pay, with option of returning sooner.

**LEAVE OF ABSENCE (PERSONAL LEAVE):**

**Branford Elementary School:**

Belinda Horn, tentatively August 22, 2018, through May 30, 2019, without pay, with the option of returning sooner.

**LEAVE OF ABSENCE (ILLNESS IN THE LINE OF DUTY):**

**Facilities Department:**

Bruce Hingson, Assistant Foreman Facilities, June 14, 2018, for a total of 10 hours.

**SUBSTITUTES:**

The following as Substitute Bus Attendants:

Brittany Bowling

Thomas Green

Heather Land

Lisa Horrocks

**End of List  
2018-2019  
School Year**

The meeting adjourned at 2:30 p.m.

SUWANNEE COUNTY SCHOOL BOARD  
SPECIAL MEETING  
July 23, 2018

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, and Ed daSilva, along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Members Catherine Cason and Ronald White were absent. School Board Attorney Leonard Dietzen was also absent.

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

MOTION by Mr. daSilva, second by Mr. Alcorn, for approval to adopt the agenda.  
MOTION CARRIED UNANIMOUSLY

**Chief Financial Officer – Vickie DePratter:**

1. MOTION by Mr. Alcorn, second by Mr. daSilva, for approval to advertise the tentative Millage Rates and tentative Budget for the 2018-2019 school year.  
MOTION CARRIED UNANIMOUSLY

The meeting adjourned at 6:03 p.m.

JOINT WORKSHOP SESSION  
SUWANNEE COUNTY SCHOOL BOARD AND SUWANNEE COUNTY  
BOARD OF COMMISSIONERS

DATE: July 24, 2018

TIME: 2:00 p.m.

MINUTES

The Suwannee County School Board met in Joint Workshop Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Catherine Cason, and Ed daSilva, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Ronald White arrived at 2:04 p.m.

Administrators and others present: Janene Fitzpatrick and Josh Williams; Suwannee County Board of Commissioners: Clyde Fleming, Ricky Gamble, Don Hale, Ronnie Richardson, and Larry Sessions; Barry Baker, Suwannee County Clerk of Court; Lamar Jenkins, Suwannee County Property Appraiser; Randy Harris, County Administrator; Eric Musgrove, Suwannee County Clerk of Court Historian and Records Manager; Jimmy Prevatt, County Attorney; Jamie Somers, Public Safety Director; David Dees, Suwannee County Clerk of Court Director of IT; Other Suwannee County Governmental Representatives; Sheriff's Office Representatives; and Vance Baker, IT Consultant, were also present.

Chairman Taylor called the meeting to order at 2:01 p.m.

Joint Memorandums of Understanding (MOUs)/ .....Supt. Ted Roush  
Interlocal Agreements

Mr. Roush deferred to Vance Baker, who provided a PowerPoint presentation regarding a possible shared information technology services agreement between local governmental agencies within our county, as well as the potential employment of a Suwannee County Chief Information Security Officer. Mr. Baker answered questions from School Board members and others in attendance.

The joint workshop adjourned at 3:44 p.m.

SUWANNEE COUNTY SCHOOL BOARD  
REGULAR MEETING  
July 24, 2018

MINUTES

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Catherine Cason, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager.

School Resource Officer Lee Willis was also present.

Student remarks and pledge to the flag by Suwannee Virtual School student volunteers.

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

➤ There were none.

MOTION by Mr. daSilva, second by Mr. Alcorn, for approval to adopt the Agenda. MOTION CARRIED UNANIMOUSLY

MOTION by Mr. daSilva, second by Ms. Cason, for approval of the Consent Agenda, with the following two changes for Consent Item #6, Contract #2019-53 (Kelly Services): Page 40, #7)(c), change the date of July 24, 2017, to July 24, 2018; and on Page 44, the paragraph under section (t), change the date of July 24, 2017, to July 24, 2018. 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. 8-35)**

June 11, 2018	- Special Meeting
	- Workshop Session
June 12, 2018	- Special Meeting
	- Expulsion Issues Hearing (Private)
June 26, 2018	- Workshop Session
	- Public Hearing
	- Regular Meeting

2. Approval of the monthly financial statement for June 2018.

3. The following bills for the period June 30, 2018:

General Fund	
#170029-170269	\$ 702,062.02
Electronic Fund Transfers	<u>315,467.38</u>
	\$ 1,017,529.40

Federal Fund	
#50492-50537	\$ 68,929.12
Electronic Fund Transfers	<u>696,845.85</u>
	\$ 765,774.97

Food Service Fund	
#32774-32812	\$ 129,588.89
Electronic Fund Transfers	<u>57,680.23</u>
	\$ 187,269.12

LCIF	
#7751-7771	\$ 769,135.36
Electronic Fund Transfers	<u>51,630.60</u>
	\$ 1,020,765.96



4. Approval of the following budget amendments for fiscal year 2017-2018:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>	<u>PECO</u>
I-12	III-12	IV-12 (Federal)	III-1
		IV-12 (Food Service)	

5. Approval for disposal of property as per the attached Property Disposition Form dated July 24, 2018. **(pg. 36)**
6. Approval of the following contracts/agreements for the 2018-2019 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

- #2019-53 Agreement for Educational Staffing between Kelly Services, Inc. and Suwannee County School Board, Florida for substitute Teachers, Paraprofessionals, Retiree DROP Program Participants, School Nutrition (Food Service) Workers, and Custodians *(Renewal)* **(pgs. 37-55)**
- #2019-57 Cooperative Agreement between Meridian Behavioral Healthcare, Inc. and the School Board of Suwannee County, Florida *(Renewal/Revised)* **(pgs. 56-72)**
- #2019-58 Memorandum of Agreement between the State of Florida Department of Health and the Suwannee County School Board for the Provision of School Health Services in Suwannee County *(Renewal/Revised)* **(pgs. 73-79)**
- #2019-62 State of Florida Statewide Voluntary Prekindergarten Provider Contract (Form OEL-VPK 20) between the Early Learning Coalition of Florida's Gateway and Suwannee County School Board *(Renewal)* **(pgs. 80-100)**

7. Approval of the following student transfers for the 2018-2019 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Lumen	Jimenez	Suwannee	Columbia	PK
Layla	Roberts	Suwannee	Columbia	PK
Christin	Taylor	Suwannee	Columbia	7

## REGULAR AGENDA

### **Assistant Superintendent of Administration – Bill Brothers:**

(Presented by Director of Human Resources – Walter Boatright)

1. Discussion and possible action on the following contract/agreement for the 2018-2019 school year, which was TABLED at the Regular Meeting on June 26, 2018: (NEW) (The original TABLED Contract #2018-119 has been replaced with Contract #2019-56 [below] as a NEW/REVISED contract for the 2018-2019 school year.) (Note: This contract has been reviewed by Board Attorney Leonard Dietzen; however, Mr. Dietzen has **not** approved the contract.)

#2019-56      Interlocal Agreement for Emergency Shelters in Suwannee County between the Suwannee County Board of County Commissioners and the Suwannee County School Board  
(*New/Revised*) (pgs. 101-105)

Mr. Roush shared information regarding changes that the County recently made to the contract pertaining to FEMA timelines.

MOTION by Mr. daSilva, second by Mr. Alcorn, for Contract #2019-56 to remain TABLED until the correct copy of the contract is obtained from the County. MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the following resolution for the 2018-2019 school year: (NEW) (Note: This resolution has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-01R      Resolution of the School Board of Suwannee County, Florida, Establishing the Rule Requiring the Display of “In God We Trust” in all District Schools and Administration Buildings  
(*New*) (pg. 106)

MOTION CARRIED UNANIMOUSLY

**Assistant Superintendent of Instruction – Janene Fitzpatrick:**

3. MOTION by Mr. Alcorn, second by Mr. White, for approval of the additions and revisions to the 2018-2019 Master In-Service Plan developed by North East Florida Educational Consortium (NEFEC). (A copy of the plan is available for review in the office of the Assistant Superintendent of Instruction.) (pgs. 107-108) MOTION CARRIED UNANIMOUSLY
4. MOTION by Mr. White, second by Mr. daSilva, for approval of the following curriculum item for the 2018-2019 school year:
  - a. Suwannee County School District 2018-2019 Uniform Statewide Assessment Calendar (pgs. 109-118)

MOTION CARRIED UNANIMOUSLY

**Director of Career, Technical, and Adult Education – Mary Keen:**

(Presented by Director of Human Resources – Walter Boatright)

5. MOTION by Ms. Cason, second by Mr. Alcorn, for approval of the following contract/agreement for the 2018-2019 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2019-55      Clinical Education Affiliation Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Lake City Surgery Center, LLC, Lake City, Florida (New) (pgs. 119-124)

MOTION CARRIED UNANIMOUSLY

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

6. MOTION by Mr. White, second by Mr. Alcorn, for approval to award the following Bids:

#17-202      One year extension, July 1, 2018-June 30, 2019, to Catko Distribution, Inc. for Chemicals  
#17-203      One year extension, July 1, 2018-June 30, 2019, to Catko Distribution, Inc. for Supplies

MOTION CARRIED UNANIMOUSLY

**Director of Student Services – Debbie Land:**

7. MOTION by Mr. daSilva, second by Ms. Cason, for approval of the following forms:

- #5200-047 Suwannee County School District Usher Syndrome Audiological Screening (*New*) **(pg. 125)**
- #5200-048 Suwannee County School District Assistive Technology Data Log (*New*) **(pg. 126)**
- #5200-049 Suwannee County School District Deaf/Hard of Hearing Audiogram Review (*New*) **(pg. 127)**
- #5200-050 Suwannee County School District Balance Test (*New*) **(pg. 128)**
- #5200-051 Suwannee County School District Cone Adaptation Test (*New*) **(pg. 129)**
- #5200-052 Suwannee County School District Ling-6 Sounds Daily Check (*New*) **(pg. 130)**
- #5200-053 Suwannee County School District D/HH Expanded Skills: PK-5 Checklist (*New*) **(pgs. 131-132)**
- #5200-054 Suwannee County School District D/HH Expanded Skills: 6-8 Checklist (*New*) **(pgs. 133-134)**
- #5200-055 Suwannee County School District D/HH Expanded Skills: 9-12 Checklist (*New*) **(pgs. 135-136)**
- #5200-056 Suwannee County School District Family History Questionnaire (*New*) **(pgs. 137-141)**
- #5200-057 Suwannee County School District Hearing Itinerant Service Rubric (*New*) **(pgs. 142-144)**
- #5200-058 Suwannee County School District Parent Notification of Usher Syndrome Screening (*New*) **(pg. 145)**
- #5200-059 Suwannee County School District Usher Screening Results Documentation (*New*) **(pg. 146)**
- #5200-060 Suwannee County School District Usher Student Questionnaire (*New*) **(pgs. 147-148)**
- #5200-061 Suwannee County School District Usher Syndrome Screening Summary (*New*) **(pg. 149)**

- #5200-062 Suwannee County School District Visual Field Test (*New*)  
(pgs. 150-151)
- #5200-063 Suwannee County School District Visual and Motor Behavior  
Questionnaire (*New*) (pgs. 152-153)

MOTION CARRIED UNANIMOUSLY

**Director of Human Resources – Walter Boatright:**

8. MOTION by Mr. daSilva, second by Mr. White, for approval of the 2018-2019 Minority Teacher Recruitment Plan. (pgs. 154-156) MOTION CARRIED UNANIMOUSLY
9. MOTION by Mr. Alcorn, second by Mr. daSilva, for approval of the Suwannee County School District 2017-2018 Annual Update to the Florida Educational Equity Act Plan. (A copy is available for review in the office of the Director of Human Resources.) MOTION CARRIED UNANIMOUSLY
10. MOTION by Mr. White, second by Ms. Cason, for approval of the Suwannee County School District Employee Handbook for 2018-2019, with the following changes on Page 164: Change the Principal for Branford Elementary School from Jennifer Barrs to Dee Dee McManaway; and change the Principal for Suwannee Virtual School from Dee Dee McManaway to Jennifer Barrs. (pgs. 157-200) MOTION CARRIED UNANIMOUSLY
11. MOTION by Mr. Alcorn, second by Ms. Cason, for approval of the Personnel Changes List, with the following two changes on Page 202: under Recommendations: Instructional/Suwannee Intermediate School, delete the name of Charles Claridy, Teacher; and under Suwannee Middle School, delete the name of Shawntrice Loper, Teacher. (pgs. 201-203) MOTION CARRIED UNANIMOUSLY

**PERSONNEL CHANGES APPROVED:**

**RECOMMENDATIONS 2018-2019 SCHOOL YEAR:**

**RESIGNATION: INSTRUCTIONAL:**

**Suwannee Primary School:**

Heather Holt, Teacher, effective July 3, 2018

**RETIREMENTS: INSTRUCTIONAL:**

Branford Elementary School:

Debra Hatch, Teacher, effective July 12, 2018

Suwannee Virtual School:

Nancy Nielsen, Guidance Counselor, effective January 31, 2019

**RETIREMENT: NON-INSTRUCTIONAL/SCHOOL RELATED:**

Transportation:

Sandra Neely, Bus Driver, effective July 12, 2018

**RECOMMENDATIONS: INSTRUCTIONAL:**

Suwannee Intermediate School:

~~Charles Claridy, Teacher, effective August 3, 2018~~

REPLACES: Ruth Thomas

Jeremy Griswold, Teacher, effective August 3, 2018

REPLACES: Maria Rodriguez

Brittani Law, Teacher, effective August 3, 2018

REPLACES: Traci Kirby

Suwannee Middle School:

~~Shawntrice Loper, Teacher, effective August 3, 2018~~

REPLACES: New Position

Suwannee Primary School:

Jenny McCook, Teacher, effective August 3, 2018

REPLACES: Brittani Law

**TRANSFERS/REASSIGNMENTS:**

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Jennifer Barrs	BES/Principal	SVS/Principal	7/16/2018	Deidre McManaway
Deidre McManaway	SVS/Principal	BES/Principal	7/16/2018	Jennifer Barrs
Jessica McManaway	SHS/Teacher	SPS/Teacher	8/03/2018	Heather Holt

**RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

Suwannee Elementary School:

Stephanie Pinkard, Custodian

REPLACES: Antwan Ford

Suwannee Intermediate School:

Damien Rickett, Custodian, effective July 9, 2018

REPLACES: Josue Ramirez

Suwannee Middle School:

Erika Leak, Media Clerk, effective August 3, 2018

REPLACES: Jodi Musgrove

Graciela Resendiz, Paraprofessional, effective August 9, 2018  
REPLACES: Debra Byrd

Suwannee Primary School:

Tresca Anderson, Pre-K Paraprofessional, effective August 9, 2018

REPLACES: Gail Butler

Julia Gay, Paraprofessional, temporary, effective August 9, 2018

REPLACES: Monica Djulvez

**SUPPLEMENTARY:**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>	<u>REPLACES</u>
Erin Clark	Middle School Head Volleyball Coach	BHS	Shon Riels
Timothy Clark	Assistant Athletic Director	BHS	
Timothy Clark	Head Football Coach	BHS	
Anne Etcher	FFA Advisor (middle school)	BHS	
Fred (Alex) O'Quinn	Athletic Director	BHS	
Stacy Young	FFA Advisor	BHS	

**LEAVE OF ABSENCE (FMLA):**

Suwannee High School:

David Daniels, Custodian, tentatively May 4, 2018, through August 6, 2018, without pay, with the option of returning sooner if released by his Doctor.

**LEAVE OF ABSENCE (MATERNITY LEAVE):**

RIVEROAK Technical College:

Traci Thompson, Teacher, tentatively August 20, 2018, through January 2, 2019, without pay, using days as needed for insurance, with the option of returning sooner.

**End of List  
2018-2019  
School Year**

**School Board Attorney – Leonard Dietzen:**

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

**Superintendent of Schools – Ted Roush:**

13. Superintendent's Report

Superintendent Roush provided information on the following:

- Distributed and reviewed a handout titled "*One-Fifth of North Carolina Students Aren't Going to Traditional Public Schools.*"

- Working on branding and advertising our school district, which was a comment from the Accreditation Team.
- Opportunity School Committee will be providing an update to the Board in the near future (October) regarding the possibility of an off-site opportunity school program.
- Commended all departments for their extra hard work and hours put in over the summer.
- Kudos to Debbie Land, Director of Student Services, and her department for earning all 17 out of 17 points on the recent Student Services Audit.
- Hoping to finalize the District's school safety plans in the near future.
- Commended everyone for the good dialogue at today's joint workshop with the Suwannee County Board of Commissioners.

### **Miscellaneous**

Mrs. Fitzpatrick commented that the District will most likely be over on class size reduction this year, due to individuals resigning, retiring, or not accepting positions, as well as the lack of qualified/certified applicants.

### **School Board Members:**

#### 14. Issues and concerns Board members may wish to discuss

- Board members thanked everyone for their hard work in preparing for the upcoming school year. They also mentioned that we, as a District, need to inform our community of our many accomplishments.
- Mr. Alcorn stated that the new sign for the SHS softball field looks good. He asked for a list of the School Resource Officers for each school. SRO Lee Willis responded as follows:
  - BES: Caleb McInnis
  - BHS: Brad Mincks
  - SPS: Kyle Descarreaux
  - SES: Arthur Robinson
  - SIS: Rachel Rodriguez
  - SMS: Jacob Williamson
  - SHS: Zack Clark
  - RTC: Mike Landis

The meeting adjourned at 7:00 p.m.



SUWANNEE COUNTY SCHOOL BOARD  
PUBLIC HEARING  
July 31, 2018

MINUTES

The Suwannee County School Board held a Public Hearing on this date in the School Board Meeting Room, 1729 Walker Avenue, SW, Suite 300, Live Oak, Florida. School Board members present were Tim Alcorn, Catherine Cason, and Ed daSilva, along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Members Jerry Taylor and Ronald White were absent. School Board Attorney Leonard Dietzen was also absent.

Vice Chairman Ed daSilva called the hearing to order at 5:00 p.m. for the purpose of adopting the Tentative Millage rates for the 2018-2019 school year and the Tentative Budget for 2018-2019 school year.

The Tentative Millage rates set for the 2018-2019 school year are as follows:

Required Local Effort	=	3.919
Discretionary Operating	=	.748
Capital Outlay	=	<u>1.500</u>
Total	=	6.167

The Tentative Millage is greater than the roll back rate by 3.58 percent.

The Required Local Effort is 3.919 mills and is set by the State. This is a decrease of .244 mills from the 2017-2018 rate.

The Discretionary Operating Millage is set by the Board and is .748 mills. This is the same millage rate as in 2017-2018.

The Capital Outlay is 1.500 mills. This is the same millage rate as in 2017-2018.

- 1) Vice Chairman daSilva called for questions or comments from the public concerning the Tentative Millage rates and there were none.

- 2) MOTION by Mr. Alcorn, second by Ms. Cason, to adopt the Tentative Millage rates for 2018-2019 as follows:

Required Local Effort	=	3.919
Basic Discretionary	=	.748
Capital Outlay	=	1.500

MOTION CARRIED UNANIMOUSLY

- 3) MOTION by Ms. Cason, second by Mr. Alcorn, to adopt the Tentative Budget for 2018-2019. MOTION CARRIED UNANIMOUSLY

The Public Hearing adjourned at 5:33 p.m.

## 2018-19 AUGUST SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99000774	LAMINATOR	\$ 955.50	4/17/1997	SPS	SURPLUS
99001336	CABINET, ON ROLLERS	\$ 800.00	6/21/1982	SPS	SURPLUS
99001505	SAW, BAND	\$ 825.00	6/26/1985	BHS	SURPLUS
99001698	WOODSHAPER	\$ 2,957.60	8/22/1984	BHS	SURPLUS
99003979	VACUUM	\$ 1,299.99	1/16/2004	SPS	SURPLUS
99004703	DESK, U-SHAPE	\$ 975.00	8/5/2004	SPS	SURPLUS
99005102	FILE CABINET, LATERAL	\$ 895.00	6/29/2005	SPS	SURPLUS
99005493	LATHE, BRAKE	\$ 825.00	7/1/2006	BHS	SURPLUS
99005592	PROJECTOR, OVERHEAD	\$ 807.99	8/28/2006	SPS	SURPLUS
99005863	PROJECTOR, IN FOCUS	\$ 952.75	3/29/2007	SPS	SURPLUS
99005974	COMPUTER AND MONITOR	\$ 799.02	7/26/2007	SPS	SURPLUS
99006639	CHAIR, POSITIONING ESE	\$ 1,104.85	5/8/2009	SPS	SURPLUS
99007723	SCRUBBER, FLOOR	\$ 1,536.20	6/13/2012	SPS	SURPLUS
	TOTAL	\$14,733.90			

Requested By:



MARK A CARVER,  
DIRECTOR OF PROPERTY RECORDS

APPROVED BY:

SUPERINTENDENT

8/28/2018

DATE

BOARD CHAIRMAN

# District School Board of Madison County

210 NE Duval Avenue - Madison Florida 32340

## Inter-District Private School Services Agreement

Agreement for School Year 2018-2019 NS Terminating by mutual agreement

### Madison County School District

The Federal Elementary and Secondary Education Act (ESE), in Title I Section 1120 and associated regulations (200.62(b)(1)(i)) defines private school children as those who reside in participating public school attendance areas of a school district, regardless of whether the private school they attend is located in the same district in which they reside.

Therefore, the school district in which the child resides is responsible for providing services to the child, or to arrange to have services provided by another district. For purposes of this agreement, the district in which the student resides will be called the **Resident District**. The district in which the student attends school will be called the **Receiving District**.

The purpose of this agreement is to provide for services to private school students who reside in Madison County School District but attend school in another district.

Responsibilities of Receiving District	Responsibilities of Resident District
Conduct all consultation requirements under §200.63 for all private schools within the boundaries of the district.	Upon notification of a student by the Receiving District, verify in writing, (email is acceptable) whether or not the student is address eligible for Title I services
Upon identifying a student attending an eligible private school in the Receiving District, inform the Resident District using Appendix B or another method that provides comparable information.	Annually reserve equitable funds for any verified eligible private school students identified by a Receiving District
Upon confirmation that the student is address-eligible, provide services to the identified students according to the plan developed in consultation with the private school.	Annually reserve equitable funds for the parents of identified private school students

PHONE 850-973-5022 FAX 850-973-5027 ANNEX FAX 850-973-5077 WWW.MADISONKY2FL.US

Karen Pickles, Superintendent; Susie Williamson District 1; Carol Gibson District 2; Veltra Hight District 3; Regina Daniels District 4; Bart Alford District 5

As Perpetual Agency Property 12/27/17

# District School Board of Madison County

210 NE Duval Avenue - Madison Florida 32340

Responsibilities of Receiving District	Responsibilities of Resident District
Provide equitable services to the parents of identified students	Annually reserve equitable funds for the regular teachers of identified private school students
Provide equitable professional development to the regular teachers of identified students	Notify the Receiving District regarding the amount of funds reserved. Optional
Provide all necessary administrative services to carry out the items above	Upon invoice from the Receiving District, pay the amount due for services rendered to eligible private school students, parents, and teachers; OR
Invoice the Resident District for services provided (exclusive of administrative costs); OR arrange for reciprocal services in an equal monetary amount to private school students for whom the roles of Receiving and Resident District are reversed	Provide reciprocal services in an equal amount to private school students for whom the roles of Receiving and Resident District are reversed

By our signatures on this document, the below signed agree that private school students, parents, and teachers will be provided equitable services and that all requirements of ESEA and related regulations and guidance will be met by the Receiving District on behalf of the Residing District, in return for compensation from the Resident District.

Resident District

Receiving District

Chairperson, Suwannee County School Board

Signature

*Kathy Smith*

Signature

Name Kathy Smith

Name Ted L. Roush

Title Federal Programs Administrator

Title Superintendent of Schools

Date 02/05/18

Date

"Approved as to Form and Sufficiency  
BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

PHONE 250-973-5022 FAX 250-973-5027 ANNE 250-973-5016

Karen Pickles, Superintendent; Angie Williamson District 1; Carol Gibson District 2; Vertia Hagan District 3; Reginald Daniels District 4; Bart Alford District 5;

Ms. Tracy Hopper, Policy Director 22543

# District School Board of Madison County

210 NE Duval Avenue - Madison Florida 32340

Inter District Agreement 2018-19

## APPENDIX A: Madison County School District (Resident District)

### Title I Allocation Details for School Year 2018-2019

1. Equitable services allocation for private school students: \_\_\_\_\_
2. Equitable services allocation for the parents of eligible private school students: \_\_\_\_\_
3. Equitable services allocation for the teachers of eligible Private School Students: \_\_\_\_\_

-----\*No participating Title I students in 2018-2019

PHONE 850-973-5022 FAX 850-973-5027 ANNEX FAX 850-973-5017 WWW.MADISON.K12.FL.US

Karen Pickles, Superintendent; Shiste Williamson District 1; Carol Gibson District 2; Yelita Hagan District 3; Reginald Daniels District 4; Bart Alford District 5

No. 14-00000000, Filed 06/12/18

2018- 2019 Inter District Agreement
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## LAFAYETTE COUNTY SCHOOL DISTRICT

### Inter-District Private School Services Agreement

#### Agreement for School Year 2018 – 2019 and terminating by mutual agreement

##### Lafayette County School District

The Federal Elementary and Secondary Education Act (ESEA), in Title I Section 1120 and associated regulations (200.62(b)(1)(i) defines private school children as those who reside in participating public school attendance areas of a school district, regardless of whether the private school they attend is located in the same district in which they reside.

Therefore, the school district in which the child resides is responsible for providing services to the child, or to arrange to have services provided by another school district. For purposes of this agreement, the district in which the student resides will be called the **Residing District**. The district in which the student attends school will be called the **Receiving District**.

The purpose of this agreement is to provide for services to private school students who reside in Lafayette County School District but attend school in another district.

##### Responsibilities of Receiving District

1. Conduct all consultation requirements under S.200.63 for all private schools within the boundaries of its district.
2. Upon identifying a student attending an eligible private school in the Receiving District, inform the Resident district using Appendix B or another method that provides comparable information.
3. Upon confirmation that the student is address-eligible, provide services to the identified students according to the plan developed in consultation with the private school.
4. Provide equitable services to the parents of identified students.
5. Provide equitable professional development to the regular teachers of identified students.
6. Provide all necessary administrative services to carry out the items above.

7. Invoice the Resident District for services provided (exclusive of administrative costs); OR arrange for reciprocal services in an equal monetary amount to private school students for whom the roles of Receiving and Resident District are reversed.

#### **Responsibilities of Resident District**

1. Upon notification of a student by the Receiving district, verify in writing (email is acceptable) whether or not the student is address-eligible for Title I services.
2. Annually reserve equitable funds for any verified eligible private school students identified by a Receiving District.
3. Annually reserve equitable funds for the parents of identified private school students.
4. Annually reserve equitable funds for the regular teachers of identified private school students.
5. Notify the Receiving District regarding the amount of funds reserved.
6. Upon invoice from the Receiving District, pay the amount due for services rendered to eligible private school students, parents, and teachers; OR
7. Provide reciprocal services in an equal amount to private school students for whom the roles of Receiving and Resident District are reversed.

By our signatures on this document, the below signed agree that private school students, parents, and teachers will be provided equitable services and that all requirements of ESEA and related regulations and guidance will be met by the Receiving District on behalf of the Residing District, in return for compensation from the Resident District.

Signature _____	Signature _____
Name <u>Alissa Hingson</u>	Name <u>Ted L. Roush</u>
Title <u>Director of Teaching &amp; Learning Services</u>	Title <u>Superintendent of Schools</u>
Date _____	Date _____
Resident District: <u>Lafayette County School District</u>	Receiving District: _____

\_\_\_\_\_  
Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"



**FLORIDA GATEWAY COLLEGE  
AND  
SUWANNEE COUNTY SCHOOL DISTRICT Out of District  
2018-2019  
DUAL ENROLLMENT ARTICULATION AGREEMENT**

**SECTION I**

**WHEREAS**, Florida Gateway College, hereafter referred to as the **College**, and the SUWANNEE County School District, hereafter referred to as the **School Board**, subscribe to the educational philosophy and policy that each individual student should have the maximum opportunity to enhance his/her learning opportunities in courses suited to his/her educational, career, and personal needs, and

**WHEREAS**, Section 1007.27 and 1007.271, Florida Statutes specifies that a variety of articulated acceleration mechanisms be available for secondary school students attending Florida public or non-public schools, and Section 1001.64-1001.65, Florida Statutes, specify that dual enrollment articulation agreements shall be executed between college boards of trustees and district school boards within each college district, and shall establish an articulation committee, and

**WHEREAS**, the **College** and the **School Board** desire to implement the above statutes by creating opportunities for high school students to pursue college-level instruction, through an articulated acceleration program.

**NOW THEREFORE**, in consideration of the mutual promises stated herein, the parties agree to cooperate in the establishment, maintenance, and implementation of a Dual Enrollment program (the Program) between the **College** and the respective **School Board**. In implementing this Program, the parties agree to these general principles:

**A. COURSE PROGRAM OFFERINGS**

1. Articulation acceleration mechanisms shall include, but not be limited to, Academic Dual Enrollment, Career Dual Enrollment, Academic and Career Early Admissions, Advanced Placement, Credit by Examination, the International Baccalaureate program, and Career Pathways.
  - a. **Academic Dual Enrollment:** Students in grades 6-12 qualify who are earning high school credit toward a high school diploma and college credit toward an associate or baccalaureate degree. Students may be part-time or full-time. The following are ineligible to be counted as Dual Enrollment:
    - 1) vocational preparatory instruction;
    - 2) college preparatory instruction;
    - 3) other forms of pre-college instruction;
    - 4) physical education and recreation students who focus on physical execution of

skill rather than the intellectual attributes of the activity; and

- 5) courses not creditable toward a high school diploma.

Unless the student has successfully completed the entry level examination required by Section 1008.30, Florida Statutes, the student will be ineligible for enrollment in college credit mathematics or English courses, or any courses for which college credit English, reading or math is a prerequisite.

- b. **Career Dual Enrollment:** Students in grades 6-12 qualify who are seeking a degree and industry certification through a career education program or course. The student is also earning industry certifications adopted pursuant to s. 1008.44, Florida Statutes (F.S.), which count toward the high school diploma. Students may be part-time or full-time in career Dual Enrollment.
- c. **Early Admissions:** This is a form of dual enrollment permitting high school students to enroll in college or career courses on a full-time basis. Students who qualify will earn both high school and college/career credits for courses completed. Participation in the **career** early admission program shall be limited to students who have a minimum of four (4) semesters of full-time secondary enrollment, including studies undertaken in the ninth grade.
- d. **Credit by Examination:** Students will be eligible for college credit based on the receipt of a specified minimum score on a nationally standardized general or subject area examination.
- e. **The International Baccalaureate Program:** Secondary students will be eligible who are enrolled in a program of studies offered through the International Baccalaureate Office at their high school. College credit will be awarded as determined by the **School Board** and the **College** Board of Trustees.
- f. **Career Pathways Program:** Secondary students in grades 9-12 are eligible to participate in the Career Pathways Program. The promotion of the program and the revision of Career Pathways Articulation Agreements is a collaborative effort between all the consortium partners. Guidance counselors register students in an articulated, sequential program of study (including a technical component), which leads to continued study at the postsecondary level. Career Pathways programs consist of four years of high-level academic and technical courses at the high school level, articulated (or connected) with continued high-tech training in college, often resulting in an industry level certification. Students prepare for postsecondary training by following a program of study as outlined in the Career Pathways Articulation Agreements between the **School Board** and the **College**. Per the Gold Standard Career Pathways Articulation Agreements of Industry Certification to AAS/AS Degree in 2013, high school students successfully completing the high school portion of the Career Pathways Program can earn college credits which may be used in a declared AS Program of Study through Industry Certification or "credit by examination." They may also receive preferential admission to selective college programs. After a student meets all

criteria outlined in the Career Pathways Articulation Agreement, including successful completion of 12 hours of regular college credit (not including prep courses), he/she can request that the credit be added to their college transcript by completing the Request for Career Pathways Credit form and returning it to the Career Pathways Coordinator. Please refer to:  
[http://www.fldoe.org/workforce/dwdframe/artic\\_indcert2aas.asp](http://www.fldoe.org/workforce/dwdframe/artic_indcert2aas.asp). The **College** Career Pathways Coordinator is the coordinator of the Career Pathways Articulation Agreements.

2. In mutual consideration thereof, both parties to the agreement contained herein agree to the following conditions:
  - a. The **College** shall offer college level courses that meet the requirements of Section 1007.27 and 1007.271, Florida Statutes, with the exclusion of physical education and recreation courses, where sufficient high school facilities exist and are made available.
  - b. The **College** shall award credit for student completion of a Dual Enrollment and Advanced Placement course based on the stated preference of the student, as either Dual Enrollment or Advanced Placement credit. No student shall claim double credit based on the completion of a single joint Dual Enrollment and Advanced Placement course.
  - c. Courses offered for dual credit will be determined by mutual agreement between the **College** and the **School Board** and displayed in this agreement.
  - d. Special request courses and the addition of classes offered for each academic year shall be designated in a letter(s) of understanding between the **School Board** Superintendent of Schools and the **College** President. The classes will be scheduled whenever possible to assure maximum publicity prior to fall and spring registration.
  - e. The **College** courses are complementary to the high school curriculum, and no unnecessary duplication will occur.
  - f. The **School Board** shall be responsible for incorporating all Dual Enrollment courses within the District "Student Progression Plan."
  - g. Dual Enrollment courses will utilize the common course designation and numbering system approved by the Florida Department of Education (DOE).
  - h. The **College** shall determine course content in accordance with the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) criteria and select instructional materials. The high school will use course syllabi provided by the **College** for all Dual Enrollment courses.

While appropriate for college-level discussions, 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.

- i. Parties to this agreement will certify in writing that courses operated under this agreement will, when successfully completed, be accepted toward high school graduation on the basis that three college credits will equal one-half high school credit, except those designated otherwise by the Articulation Coordinating Committee of the Florida Department of Education and awarded college credits, none of which shall be remedial, preparatory or developmental.
- j. Unless prohibited by statute or rule, nothing in this agreement shall prevent students in the districts from enrolling in regular college credit or career certificate classes, which do not carry high school credit, conducted by the **College**. Students in this category shall file regular college admissions applications and shall be responsible for their own tuition, books, and other expenses.
- k. Pursuant to s. 1007.271, F.S., Dual Enrollment students may enroll in courses offered by the **College** during school hours, after school hours, and during the summer terms unless prohibited by **School Board** policy. Dual enrollment courses may be available online, on the high school campus, on the college campus, or at the college centers.
- l. The **College** shall designate the Dual Enrollment Director to coordinate the Dual Enrollment Program. The director, in conjunction with the high school counselor, will ensure that each student will make a selection of courses to meet degree requirements, including approved program prerequisite courses. This effort is to improve articulation and minimize excess credit hours. In addition, pursuant to s. 1007.23, F.S., a dual enrollment student entering college in 2013-2014 and thereafter, seeking an associate of arts degree, will indicate a baccalaureate degree program offered by their institution of interest by the time they have earned 30 semester hours. The dual enrollment director at the **College** shall inform the student of the prerequisites for the baccalaureate degree program offered by their institution of interest.

NOTE: Section 1001.7065, F. S., allows that a preeminent university may require its incoming first-time-in college students to take a 9-credit to 12-credit set of courses specifically determined by the state university. The state university may require that they be taken at the specific state university involved and that credit for any such required courses cannot be fulfilled through any acceleration, transfer, or other similar mechanism.

- m. The **College** will provide electronic student transcripts at the end of each term to the respective high school guidance counselors to aid in determining continued student eligibility.
- n. The **College** will provide a transcript with a letter grade. Letter grades awarded by the **College** at the end of each semester are: A, B, C, D, F, I, or W. Any letter

grade below a “C” will not count as credit toward satisfaction of the Gordon Rule graduation requirement and the requirement in Rule 6A-10.030; however, all grades are calculated in a student’s GPA and will appear on the college transcript. *Any student earning a D, F or W in a course will be permitted to repeat the same course under the Dual Enrollment Program one time for grade forgiveness. Any student receiving a “D,F, or W” in a course will be required to repeat the course the next term and will only be permitted to take this one course.* All grades, including “W” for withdrawal, count as course attempts and become part of the student’s college transcript; they may affect subsequent postsecondary admission. *If the student receives a second ‘W’ or ‘F’ in any course, dual enrollment eligibility will end.* No late withdrawals will be accepted if they were not received in the Dual Enrollment office by the deadline stated in the academic calendar. If a student experiences a unique case, these will be presented to the Vice President of Enrollment Management and Student Affairs and the Director of Dual Enrollment for exception to the policy with requested documentation.

- o. Section 1007.271(18), F.S., states that “school districts and Florida College System institutions must weigh dual enrollment courses the same as advanced placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited.”
- p. This provision relating to GPA weighting includes all dual enrollment courses, including career education courses. In addition, there should be no differentiation between the weighting of 1000 and 2000 level courses or courses that do not appear on the *Dual Enrollment Course—High School Subject Area Equivalency List*.
- q. Students taking Dual Enrollment classes taught by **College** faculty are required to follow the **College** Code of Academic Ethics and Code of Conduct outlined in the 2018-2019 *FGC Student Handbook*. (Page 15 of the articulation agreement pertains specifically to dual enrollment students).
- r. The **College** and high school will schedule an information and orientation session to inform students and parents about opportunities to participate in the Dual Enrollment Program. At least two weeks prior, the **College** and high school will collaborate in formulating the agenda for this information session.

## B. STUDENT ELIGIBILITY CRITERIA

1. The **Board** shall identify the students qualified for participation in the Dual Enrollment Program. Students must demonstrate academic capabilities to pursue college level instruction.
2. In order to be eligible for participation in the Dual Enrollment Program, a student must:

- a. be in grades 6-12;
  - b. No student will be eligible to enroll into classes through the Dual Enrollment Program beyond their 19<sup>th</sup> birthday.
  - c. have a minimum ACT/SAT/PERT/TABE test score as established by the **College**. As specified in Section 1008.30, Florida Statutes, students who do not achieve the minimum test score in basic computation and communication (English and reading) skills areas cannot take college credit courses in mathematics and English respectively or any courses for which college credit English, reading or math is a prerequisite. *All three sections must have eligible test scores to continue after 12 college credits are earned. Eligible Score sheets will be provided.*
    - 1.) **PERT**
      - a) Reading: 106
      - b) Writing: 103
      - c) Math: 114
    - 2.) **ACT**
      - a) Reading: 19
      - b) Writing: 17
      - c) Math: 19
    - 3.) **SAT**
      - a) Reading: 24
      - b) Writing: 25
      - c) Math: 24
  - d. meet with the high school guidance counselor or **Board** designee, complete the Dual Enrollment/Early Admissions application form, and be approved to enroll by the Dual Enrollment Director. Dates will be posted at High Schools and College Critical Dates posted by the College. Application forms must be approved prior to the published college deadlines.
  - e. complete the Dual Enrollment/Early Admissions registration forms by the end of the Add/Drop period for each term as listed in the Critical Dates Calendar published by the **College**.
- The **College** will consider a request from the guidance counselors for dropping a course after the first week of classes. This will be done on a case-by-case basis and must be approved by the appropriate **College** vice president. If approved, the result will be a drop for the student, not a withdrawal.
- f. comply with the requirements specified in the County School District's "Student Progression Plan."
3. For the Associate in Arts (A.A.) Degree Program the student must:
    - a. have a minimum of 3.0 unweighted GPA based on the 4.0 scale,

or

be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and with the concurrence of the **College**.

- b. register only for required or elective courses in the A.A. Degree Program.
4. For the Associate in Science (A.S.) Degree and College Credit Certificate programs the student must:
- a. have a minimum of 3.0 unweighted GPA based on a 4.0 scale,  
or  
be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and concurrence of the **College**.
  - b. meet all program entrance requirements as stated in the **College** catalog.
  - c. register only for courses in the A.S. degree program or electives approved by the **College** division administrator of the A.S. degree program to which the Dual Enrollment student has been admitted.
5. For Technical Certificate Programs and Applied Technology Diplomas (A.T.D.) the student must:
- a. have a minimum 2.0 unweighted GPA based on a 4.0 scale  
or  
be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and with the concurrence of the **College**.
  - b. meet all specific program entrance requirements as stated in the **College** catalog.
6. For Bachelor Degree Programs:
- a) Have successfully completed the associate's degree prior to admission into the Bachelor program
  - b) No bachelor level courses can be taken prior to admission into the program
7. Exceptions to the above paragraphs 2, 3, 4, and 5 will be subject to careful examination of student qualifications by the high school counselor, principal, the appropriate **College** administrator, and Dual Enrollment Director.
8. The high school principal or designee will certify students eligible for Dual Enrollment. If students drop below a 2.0 cumulative **College** GPA, it is at the discretion of the guidance counselor/designee to allow them one semester to achieve

at least a 2.0 cumulative **College** GPA to maintain eligibility in the Dual Enrollment Program.

9. Students will be considered high school students for the purpose of student activities and student body privileges.
10. Dual Enrolled students will be issued a college I.D. and afforded all the privileges thereof.
11. If a student leaves your DE program/school, notify in writing as soon as possible the DE offices as the student account will need to be changed. Same as if you get a new student and you would like to continue with DE. Written notification will be required to have the student in the DE program.

#### C. **CALENDAR**

1. The **College** shall select and schedule classes eligible for Dual Enrollment using the **College** calendar for classes taught outside the regular school hours.
2. During regular public school hours the **School Board** shall, with the concurrence of the **College**, select and schedule Dual Enrollment classes taught on the high school campus using the public school class and bell schedule and the **College** calendar.
3. The **School Board** and the **College** shall make reasonable efforts to avoid conflicts in scheduling.
4. The **College** agrees to conduct, if possible, Dual Enrollment courses at the high school, using the school class and bell schedule and the **College** calendar.
5. All logistical and scheduling information regarding Dual Enrollment courses taught by high school teachers at the high school must be provided to the **College** Dual Enrollment Director by the admissions application deadline in the Critical Dates Calendar published by the **College**. Special circumstances will be determined by the appropriate academic vice president. A representative from each high school should contact the **College** with credentialed instructor name(s) and the course(s) each instructor will be teaching, as well as the specific days/times the course(s) will be taught.

#### D. **DUAL ENROLLMENT FACULTY**

1. The staff will be selected on approval of the **College** and the high school principals from teachers employed at the high school or the **College**, who have filed college transcripts and applications with the **College**, and who meet the degree and certification requirements of the **College**, and pursuant to SACSCOC. These criteria apply to all faculty teaching postsecondary courses regardless of the physical location of the course being taught. The postsecondary institution awarding the credit shall ensure faculty teaching Dual Enrollment courses meet these qualifications. Preference will be given high school faculty as adjunct teachers for Dual Enrollment courses.



2. The **College** shall approve Dual Enrollment faculty and will provide them with a copy of the current faculty handbook. Faculty shall adhere to the professional guidelines, rules, and expectations therein. Faculty will also be provided with a current student handbook detailing information that includes, but is not limited to, add/drop and withdrawal policies, student code of conduct, grading policies, and critical dates. Dual Enrollment faculty shall verify that every student sitting in their college course is listed on their course section roster no later than the second week of each semester. The course section rosters must be signed by Dual Enrollment instructors and then faxed, emailed, or mailed to the **College** by the due date. Verbal confirmation or email confirmation will not be accepted. No student shall be permitted to remain in a college class in which they are not enrolled. Faculty must adhere to the guidelines, rules, and expectations therein that apply to faculty.
3. The High Schools will notify the Dual Enrollment Director of courses they will be offering on their campus for Dual Enrollment students. The course name/days/times will be emailed and the **College** will build the section. The course syllabus will be emailed to the Director of Dual Enrollment which shall include the course calendar identifying assignments, test dates and grading scale.
4. The **College** shall conduct an administrative evaluation of all faculty teaching Dual Enrollment students. This evaluation will be conducted by the appropriate vice president or designee.
5. The **College** shall also conduct student evaluations of Dual Enrollment faculty. This evaluation will be coordinated by the appropriate vice president or designee.
6. At the end of the term, textbooks will be collected according to **School Board** policy, and Dual Enrollment faculty will submit signed final grade rolls as required to the appropriate instructional division or **College** Registrar by the published deadline. The **College** will submit student transcripts to the respective high school guidance counselor.
7. The **College** will provide all faculty members a copy of course plans and objectives for the college course they are teaching. In addition, faculty shall be provided with information on additional requirement relating to Rule 6A-10.030, F.A.C., if applicable. All course objectives and identified competencies must be included in the course plan and covered per the syllabus during the term.

Faculty members will be required to submit a course syllabus which will be reviewed by the College prior to the start of each term. Content of the syllabus must meet the same criteria as required for all college courses offered by the College. The syllabus will be kept on file at the College. Each faculty member should also submit a faculty schedule which will include the days and times the college course(s) will be taught, as well as the faculty member's designated office hours.
8. The following curriculum standards for course content, syllabi, exams, and grades shall apply to college credit Dual Enrollment:
  - a. Dual Enrollment classes taught on the high school campus must meet all

competencies expected and outlined in the postsecondary course plan. To ensure equivalent rigor with on-campus courses, the **College** shall be responsible for developing and providing a comprehensive end-of-course assessment or a series of expected learning outcomes in accordance with SACSCOC. Assessments shall be provided to the high school campus in a timely manner to ensure availability prior to scheduled administration dates. Completed, scored exams will be returned to the **College** and held on file for one (1) year by the appropriate academic vice president.

- b. Textbooks and instructional materials used in Dual Enrollment courses must be comparable with those used with other postsecondary courses at postsecondary institutions with the same course prefix and number. The **College** will advise the **School Board** of instructional material requirements as soon as it becomes available, but no later than one term prior to a course being offered.
- c. Course requirements such as tests, papers, or other assignments for Dual Enrollment students must be at the same level of rigor or depth as those for non-Dual Enrollment postsecondary students. All faculty teaching Dual Enrollment courses must observe the **College** procedures and deadlines for submission of grades in the appropriate format. All faculty members will be advised of the **College**-wide grading guidelines prior to teaching a Dual Enrollment course.
- d. The **School Board** will ensure there are minimal interruptions of instructional time. A student shall lose eligibility to participate in the Dual Enrollment Program if a student is being disruptive to the learning process, such that the progress of other students and the efficient administration of the course are hindered. Dual Enrollment courses may not be combined with other high school courses, except in accordance with Section 1007.272, Florida Statutes.

#### E. COST

- 1. A student who is enrolled in a dual enrollment or early admission program through a public postsecondary institution or state university is exempt from the payment of tuition and fees, pursuant to s. 1009.25, F.S. The fee exemption includes application, registration, tuition, and laboratory fees for courses taken through dual enrollment.
- 2. For dual enrollment courses offered on a public postsecondary institution campus, the **School Board** pays the standard rate of tuition per credit hour from the Florida Education Finance Program (FEFP). Currently, the standard rate of tuition at a public postsecondary institution is \$71.98 per credit hour. This cost is associated with dual enrollment students taking classes on the **College** campus and/or taking online classes through the **College**.
- 3. For dual enrollment courses offered on the high school campus by college faculty, the **School Board** must reimburse the **College** for costs associated with the proportion of salary and benefits to provide instruction. When dual enrollment courses are provided on the high school campus by a high school teacher, the **School Board** is not responsible for payment to the **College**.

4. For dual enrollment students enrolled in programs leading to a career certificate or applied technology diploma, the standard rate of tuition currently is **\$2.33** per contact clock hour.
5. The **School Board** will only pay the standard rate of tuition from funds provided in the Florida Education Finance Program to the **College** during fall and spring terms. The **School Board** does not pay the **College** the standard rate of tuition during the summer terms, as FEFP funds are not provided to the **School Board** during the summer. This does not preclude the **College** from offering dual enrollment courses during the summer terms.
6. The board of trustees at the **College** shall establish, publish, collect, and budget student fees, and shall establish dates for paying fees. The dates shall be not later than the last day of the drop and add periods established by the board. When the **College** has a written promise of payment from business, industry, government unit, nonprofit organization, or civic organization, fees may be deferred as determined by the **College** Board of Trustees.
7. Various sponsors and agencies agree in writing to pay for a student's tuition, fees, books, and/or supplies. These agreements take the form of letters, purchase orders, memos of understandings, formal contracts and/or authorization documents which stipulate the education expense that the agency or sponsor will pay.
8. Students with funding for tuition and fees from sponsoring agencies or organizations must have a written authorization (verbal agreements are unacceptable) from the agency on file with the business office before the student's tuition and fees may be incurred. Once the authorization is on file, tuition, fees and book costs of the student will automatically be applied to the sponsor's account and an invoice generated to the sponsor for payment.
9. Charges for tuition, fees, books and supplies may be deferred and held in accounts receivable from the last day of any registration period up to sixty (60) days but not beyond the end of the class for those students for whom the **College** has received a written authorization for payment from a business, industry, governmental unit, non-profit organization, or civic organization.
  - Faculty supplied by the **College** will be compensated directly by the **College** in accordance with the appropriate college salary schedule.
  - The **School Board** shall provide Dual Enrollment instructional materials, including electronic access codes for textbooks, at the start of classes each semester, and accounting for Dual Enrollment instructional materials shall be accomplished as follows:
    - a. All instructional materials purchased under the Dual Enrollment Program shall be administered as provided in Section 1007.271, Florida Statutes.
    - b. Students shall return instructional materials at the end of each term as provided in

**School Board** procedures.

- c. Instructional materials will be stored according to **School Board** procedures, and shall be reissued to students during subsequent terms.
- d. The sale of all instructional materials purchased under Section 1007.271, Florida Statutes, will be in accordance with state guidelines for the disposal of such materials.
- e. The proceeds from the sale of such instructional materials will be used to purchase instructional materials for public school students.
- f. The selection of textbooks and instructional materials for college courses is the responsibility of the full-time **College** faculty. The faculty always seeks to adopt the most effective instructional materials, changing textbooks only to improve these materials. Faculty will have no control over publishers' edition changes and in such cases usually allow students to use the previous edition of the textbook.
- g. Textbooks and associated electronic access codes must be purchased by the **School Board** each term. **College** textbook vouchers should not be used to purchase miscellaneous consumable materials or supplies for students. Aware of rising textbook costs, and noting that the average life of a textbook adoption presently approximates three years, the faculty will make every effort to continue to use adopted textbooks as long as they believe them to be the best available. A *Textbook Approval Form* has been adopted so a department and/or instructor can request a change in textbook, which the **College** Textbook Committee will review to approve or disapprove. However, the **College** does not guarantee that an adopted textbook will remain in service for a stated period of years.
- h. Any other financial consideration shall be as required by current state law or as amended as such.

**G. ENROLLMENT PROCEDURES**

- 1. The Director of Enrollment Management and Dual Enrollment Director shall coordinate the admission of Dual Enrollment students.
- 2. The **College** will provide academic advisement services regarding the **College's** educational programs to students participating in the Program.
- 3. All students must complete a **College** Dual Enrollment/Early Admission Application for Admission form by the dates listed above in Students Eligibility Criteria, B2(d).
- 4. By the dates listed above in Students Eligibility Criteria B2(d), all students must complete their registration for each term through their MyFGC account no later than the dates published in the Critical Dates Calendar.
- 5. The high school representative will notify the Dual Enrollment Office if eligibility ends, immediately, in writing.

6. Disability services – The Student Disability Office provides reasonable accommodations for qualified students with documented disabilities enrolled at FGC, regardless of location or instructional delivery format. The Student Disability Office and its designated representatives are available to advise students regarding eligibility for classroom and testing accommodations and other disability related services. The process for obtaining a reasonable accommodation(s) is an interactive one that begins with the student's disclosure of disability and a request for a reasonable accommodation(s). The student has the responsibility to provide FGC with proper documentation of disability from a qualified physician or clinician who diagnoses disabilities and sets forth the recommended accommodation(s). Student requests for accommodation(s) will be considered on an individual basis. Each student with a disability should contact the Office of Student Disability Services prior to the commencement of classes to discuss his or her needs.

Florida State Board of Education Rule 6A-10.041 authorizes reasonable course substitutions for any person who has a hearing impairment, visual impairment or a specific learning disorder. Substitutions will only be utilized in cases where the person's failure to meet the requirement is related to the disability and where the failure to meet the requirement does not constitute a fundamental alteration in the nature of the program.

To obtain more information from the Office of Student Disability Services, please call (386) 754-4393, email [disability.services@fgc.edu](mailto:disability.services@fgc.edu), or visit our website at [fgc.edu/students/student-resources/disability-services/](http://fgc.edu/students/student-resources/disability-services/)

7. The student must complete all sections of entry-level examinations required per Section 1008.30, Florida Statutes and the **College**. Students must satisfy the college preparatory testing requirements of Rule 6A-10.0315, F.A.C., which is hereby incorporated by reference. Students, who have been identified as deficient in basic competencies in one of the areas of reading, writing, or mathematics, as determined by scores on a postsecondary readiness assessment, shall not be permitted to enroll in college credit courses in curriculum areas precluded by the deficiency. Students may enroll in college credit courses that are not precluded by the deficiency; however, students may not earn more than twelve (12) college credit hours prior to the correction of all deficiencies. No exceptions will be granted. *All scores must be received to continue beyond 12 college credits.* Students will be permitted to use ACT or SAT scores for placement into college-level courses. Students who place into Pre-Calculus (MAC 1140) or higher through ACT or SAT scores are required by the **College** to complete the Math sub-test of the PERT (Postsecondary Education Readiness Test) for placement. (Refer to B-2-C)
9. Students making any schedule changes must return textbooks to the individual specified by **School Board** procedure. Note: If a student withdraws from high school courses in their school district, the high school counselor must complete withdrawal paperwork for any college Dual Enrollment courses in which the student was enrolled. An exception to this could be made if a student requests to continue in the college course(s), and the student's new school district high school principal or his/her designee provides written permission to the **College**. *No student may*

*withdraw from a course for any reason after the withdrawal deadline (determined by the Critical Dates Calendar).*

10. Students who register for classes are responsible for their grades associated with those classes. Students who decide not to attend or wish to withdraw from a class are responsible for dropping or withdrawing from the class by the appropriate published date. Students who have been reported by their instructor as never attending during the first and second week of the add/drop period will be automatically dropped from their classes when course section rosters are returned to the **College** Enrollment Services office by the third week of the semester. Notification of any dual enrollment student dropped by the Enrollment Services office will be sent to the Dual Enrollment Director, who will then notify the high school guidance counselor immediately. Any student not withdrawn from a course by the published date will remain officially registered and will be assigned an earned letter grade at the end of the semester.
11. Dual Enrollment students shall be subject to all **College** policies and procedures that apply to other students. As with all students, official final high school transcripts must be on file with the **College** Admissions Office prior to students being admitted as standard students. Summer A admission after the students last eligible term as DE will only be granted under certain special circumstances which will be reviewed by the Director of Dual Enrollment. Students will need to complete a Standard Application, Residency Declaration form, and a letter from the High School stating the student will be graduating from High School will need to be brought to Enrollment Services to convert the student for Summer A. Enrollment for Summer A will be granted to those students that will be graduating with a degree after completion of the term. Students not completing a degree will be admitted for Summer B when we receive their official High School transcripts.
12. SLS 1501 is a general education social science course required for all students earning an AA degree. The course must be completed within a student's first year in the Dual Enrollment Program and students must have eligible Reading and Writing scores to enroll.
  - a. PERT: Reading 106/Writing 103
  - b. ACT: Reading 19/Writing 17
  - c. SAT: Reading 24/Writing 25
13. Students are not permitted to enroll in independent study courses except for special circumstances. Special circumstances are to be determined by the appropriate **College** Vice-President.

#### **G. TRANSPORTATION**

The student shall be responsible for providing transportation if the Dual Enrollment instruction is conducted at a facility other than the high school campus.

### **Dual Enrollment Program Code of Academic Ethics**

The faculty of FGC is committed to a policy of honesty in academic work. Conduct which may be subject to administrative and/or disciplinary penalties, up to and including suspension or expulsion, includes:

1. **Dishonesty** is cheating of any kind with respect to examinations, course assignments, or illegal possession of examination papers. If you help another student cheat, you will be subject to the same penalties as the student who is assisted.
2. **Plagiarism** is the deliberate use and appropriation of another's work without identifying the source and then passing off such work as your own. If you fail to give full credit for ideas or materials taken from another, you have plagiarized.

**In case of dishonesty or plagiarism:** The instructor will take academic action consistent with college policy that may result in loss of credit for a specific course and removal from the Dual Enrollment Program. The student will be required to meet with the Associate Dean for review.

### **Dual Enrollment Program Code of Conduct**

1. Attendance at FGC is a privilege, and to maintain the college ideals of scholarship and character development, the right is reserved to withdraw any student at any time for any reason deemed sufficient, and the student concedes this right to the college.
2. Each registered student assumes the responsibility to become familiar with and to abide by the general regulations and rules of conduct of the college.
  - Disruptive behaviors, if they take place on our campus or at our off-campus college centers, may lead to suspension or dismissal from the college.
  - Any of the following violations may constitute a form of disruptive behavior:
    - Cheating in any form
    - Deliberate interference with the rights of others
    - Behavior that intentionally acts to impair, interfere with, or obstruct the orderly conduct, processes, and functions of the college. This applies to acts conducted at our college campus or any off-campus college center.

## SECTION II

### DUTIES OF THE ARTICULATION COMMITTEE

1. The Articulation Committee will be composed of school district administrators and guidance counselors representing the five county district area, **College** administrators, and the **College** Dual Enrollment Coordinator.
2. The Articulation Committee shall meet at least twice a year.
3. The committee shall prepare the Dual Enrollment Articulation Agreement.
4. The committee shall develop mechanisms and strategies for reducing the incidence of postsecondary remediation in math, reading, and writing for first-time enrolled recent high school graduates based upon the findings in the Postsecondary Readiness for College Report produced pursuant to 1008.37 Florida Statutes.
5. The committee annually shall analyze and assess the effectiveness of the mechanisms toward meeting the goal of reducing postsecondary remediation needs.
6. The committee shall annually present to the **College** Board of Trustees and to the District **School Board** the results of this assessment.

(See Appendix Four for 2018 – 2019 plan of strategies and mechanisms for reducing the incidence of postsecondary remediation in math, reading, and writing for first time enrolled recent high school graduates.)



### **SECTION III**

#### **INITIATION OF COURSES**

It is agreed that neither the **College** Board of Trustees nor the District **School Board** shall initiate a program or course that is not part of a program, until such has been incorporated into this Dual Enrollment Articulation Agreement.

## SECTION IV

### ACCOUNTABILITY & ASSESSMENT

These provisions shall not prevent a Board assigned responsibility for one or more of these programs from developing joint programs or contracting for specific instructional services with another Board or agency, subject to review by the two local education agencies.

For each of these programs, all related enrollment projections, FTE reports, cost analyses, and other elements required for the allocation of funds shall be the sole responsibility of the assigned board unless herein indicated.

The following accountability and assessment standards shall apply to college credit Dual Enrollment:

The **College** shall analyze student performance in Dual Enrollment to ensure the level of preparation and future success is comparable with non-Dual Enrollment students. Analyses and recommendations shall be shared and reviewed with the principal and **School Board**.

The **School Board** shall analyze course and instructor evaluations for Dual Enrollment courses on the high school campus. Analyses and recommendation shall be shared and reviewed by both the **College** and **School Board**.

Any course, discipline, college, or system-wide assessment that the **College** requires in non-Dual Enrollment sections of a course shall also be used in all Dual Enrollment sections of the course.

The **College** shall compare student performance, to include final grade and exam, of Dual Enrollment course offerings on the high school campuses and college campuses to ensure that results are comparable to non-Dual Enrollment sections. Results will be made available to the principal, local school district, the **College** president, and DOE.

## SECTION V

**Administration of the  
Florida Postsecondary Education Readiness Test to Public High School Students**

**Purpose of Agreement**

The purpose of this Agreement is to establish specifications for a testing program for the purpose of supporting the high school students as allowed by the provisions of Rule 6A-10.0315, FAC, and Title: XLVIII, Chapter 1008.30 (3) FS K-20 Education Code, between Florida Gateway College and the School Board.

**A. PURPOSE OF TESTING PROGRAM**

The purpose of the testing program is to provide the high school students with information and materials designed to meet testing needs of the students in preparing them or to determine the need for remedial instruction prior to enrolling in postsecondary education courses, counseling concerning future college and career planning, and eligibility for Dual Enrollment and Gold Seal Scholarships.

Per State Board Rule 6A-10.0315, F.A.C., Florida high schools will administer the PERT. The **College** will provide TABE testing for the high school students at no cost to the student or the **School Board**. The **College** will continue to support this effort by on-line practice tests, learning modules, and e-books for test preparation.

For testing at the high school, the **School Board** will:

1. be responsible for informing students about the test administration
2. make any unusual test site accommodations for disabled students.

For testing at the **College** test center, the **School Board** will:

1. notify students requesting ADA accommodations for TABE testing to contact the Disability Services Office (386-754-4393) prior to making a testing appointment.
2. provide documentation needed for testing in the **College** test center:
  - a. *Test Voucher* completed by high school guidance office and initialed by the Dual Enrollment Office,
  - b. produce official photo ID and
  - c. provide Social Security Number.
  - d. If official photo ID isn't available, then the student will need to provide a notarized *Alternate Student Identification* form.

**B. TEST SCHEDULE**

Students should schedule testing through the FGC Test Center webpage.

**C. TEST SCHEDULE/CRITERIA/REPORTS**

1. The Test Center requires the following documentation in order to administer tests:
  - a. Test Voucher approved by the Dual Enrollment Office,

- b. produce official photo ID; and
- c. provide Social Security Number;
- d. If official photo ID isn't available, then the student will need to provide a notarized *Alternate Student Identification* form.
- e. Students testing at the **College** will receive their scores upon completion of their test(s).

**D. OTHER**

When applying for admission to the **College** as a Dual Enrollment student, the applicant will be expected to provide the **College** with the most recent entry-level test placement scores available but not older than two years.

**E. RETESTING**

High school students who do not have the required scores on the ACT or SAT subtests to be placed in college-level courses need to contact their guidance office about taking the P.E.R.T. test. If the student elects to take the TABE test at the **College**, they will be required to obtain a Test Voucher from the high school certifying they are eligible to test at the **College** and approved by the **College**.

P.E.R.T. records and test scores are considered confidential educational records under Section 1002.221, F.S. The **College** shall accept the test scores from the public high school transcript as an official record of scores and comply in maintaining confidentiality of these records.

**F. APPROVAL**

This Dual Enrollment Articulation Agreement must be approved prior to implementation.

## SECTION VI

## EFFECTIVE DATE

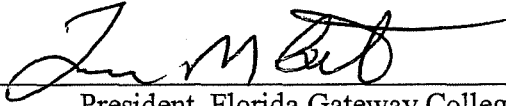
This resolution and the policies and allocation of responsibility shall be effective upon being signed by the District Superintendent and the **College** President, but shall be executed before registration for the fall term of the following school year. Additions and deletions may be made at any time upon the mutual agreement of the **College** President and the District Superintendent. Courses and programs are to be incorporated into the agreement before instruction begins.

This Agreement shall be valid for the 2018-2019 academic school year.

This agreement will be in effect from July 1, 2018 to June 30, 2019 and may be renewed annually upon mutual written consent of both parties.

**IN WITNESS WHEREOF**, the **School Board** of SUWANNEE County and the District Board of Trustees of the **College** have adopted this agreement and caused it to be executed in accordance with Section 1001.64-1001.65, Florida Statutes Dual Enrollment Articulation Agreements.

7-30-18  
Date

  
President, Florida Gateway College

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson, SUWANNEE County School Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent, SUWANNEE County School District

"Approved as to Form and Sufficiency  
BY \_\_\_\_\_

Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell, P.A.  
Suwannee School Board Attorney" -57-

## APPENDIX ONE

### DUAL ENROLLMENT ADMISSIONS REQUIREMENTS

Florida Statute 1007.271(7) states:

Career dual enrollment shall be provided as a curricular option for secondary students to pursue in order to earn industry certifications adopted pursuant to s. 1008.44, which count as credits toward the high school diploma. Career dual enrollment shall be available for secondary students seeking a degree and industry certification through a career education program or course.

### DUAL ENROLLMENT APPROVED COURSES

There are hundreds of rigorous courses available to students through dual enrollment. The *Dual Enrollment Course—High School Subject Area Equivalency List*, which is updated annually and approved by the Articulation Coordinating Committee (ACC) and the State Board of Education, is a tool that identifies dual enrollment courses guaranteed to satisfy specific high school graduation subject area requirements.

Additional dual enrollment courses that are not included on the *Dual Enrollment Course—High School Subject Area Equivalency List* may be offered. Any dual enrollment course not on the equivalency list must count, at a minimum, as an elective toward high school graduation. There is no explicit limitation in statute regarding the number of high school elective credits a student may earn through dual enrollment. However, the **School Board** is not prohibited from granting subject area credit for those courses not included on the list, if appropriate.

\*Note: Current law allows for any course in the Statewide Course Numbering System, with the exception of developmental education, physical education skills, and recreation courses, to be offered as dual enrollment courses.

### DUAL ENROLLMENT SCHEDULING OF COURSES

Florida Gateway College is continuing to be proactive in developing new courses. However, the availability of Florida Gateway College programs and course offerings are contingent upon student interest and demand.

## APPENDIX TWO

## Dual Enrollment Eligible Test Scores

Test Type	Reading	Writing	Math
PERT	106+	103+	114+
ACT	19+	17+	19+
SAT	24+	25+	24+

**Note:**

*Before student accumulates 12 college credit hours, a student must pass ALL sections of a college placement test (Reading, Writing and Math) to be eligible for the Dual Enrollment program.*

## TEST OF ADULT BASIC EDUCATION GRADE LEVEL REQUIREMENTS

The students in the following programs must be tested using the TABE and achieve these specified skills levels or be remediated until meeting the required grade level equivalents on retests. The required grade level equivalent on the TABE, which must be achieved for each certificate program, is as follows:

	GRADE LEVEL EQUIVALENT		
	<u>MATH</u>	<u>LANGUAGE</u>	<u>READING</u>
Heating & Air Conditioning Technology	10.0	9.0	9.0
Medical Coder/Biller	10.0	11.0	11.0
Applied Welding Technology	8.0	8.0	8.0

### **APPENDIX THREE**

During the 2018-2019 school year, the five school districts and the **College** will:

- Schedule a fall and spring meeting of the Articulation Committee to revise the articulation agreement utilized by the **College** and the school districts.
- Expand the **College** “Career Days” activities for secondary school students on campus to include middle school as well as high school students.
- Establish programs for eighth grade students and parents—advising them of courses necessary for college and university preparation.
- Use the **College** Testing Center to help students access the Test Center web page to download study guides for the PERT.

Florida Gateway College is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award baccalaureate and associate degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of Florida Gateway College. The Commission is to be contacted only if there is evidence that appears to support an institution’s significant non-compliance with a requirement or standard.

FGC will adhere to all applicable federal, state, and local laws, regulations, and guidelines with respect to providing reasonable accommodations as required to afford equal educational opportunity. Students may obtain further assistance and information by calling coordinator of disability services, at (386) 754-4215. The Disability Services Office is located in Building 017, Room 021, 149 SE College Place, Lake City, Florida 32025.

Florida Gateway College does not discriminate in education or employment related decisions on the basis of race, color, religion, national origin, gender, age, disability, marital status, genetic information, or any other legally protected status in accordance with the law. The Equity Officer is Sharon Best, Director of Human Resources, 149 SE College Place, Lake City, FL 32025, and may be reached at (386) 754-4313.



**FLORIDA GATEWAY COLLEGE AND  
SUWANNEE COUNTY SCHOOL DISTRICT ~~2017-2018~~ Out of District  
2018-2019  
DUAL ENROLLMENT ARTICULATION AGREEMENT**

**SECTION I**

**WHEREAS**, Florida Gateway College, hereafter referred to as the **College**, and the SUWANNEE County School District, hereafter referred to as the **School Board**, subscribe to the educational philosophy and policy that each individual student should have the maximum opportunity to enhance his/her learning opportunities in courses suited to his/her educational, career, and personal needs, and

**WHEREAS**, Section 1007.27 and 1007.271, Florida Statutes specifies that a variety of articulated acceleration mechanisms be available for secondary school students attending Florida public or non-public schools, and Section 1001.64-1001.65, Florida Statutes, specify that dual enrollment articulation agreements shall be executed between college boards of trustees and district school boards within each college district, and shall establish an articulation committee, and

**WHEREAS**, the **College** and the **School Board** desire to implement the above statutes by creating opportunities for high school students to pursue college-level instruction, through an articulated acceleration program.

**NOW THEREFORE**, in consideration of the mutual promises stated herein, the parties agree to cooperate in the establishment, maintenance, and implementation of a Dual Enrollment program (the Program) between the **College** and the respective **School Board**. In implementing this Program, the parties agree to these general principles:

**A. COURSE PROGRAM OFFERINGS**

1. Articulation acceleration mechanisms shall include, but not be limited to, Academic Dual Enrollment, Career Dual Enrollment, Academic and Career Early Admissions, Advanced Placement, Credit by Examination, the International Baccalaureate program, and Career Pathways.

a. **Academic Dual Enrollment:** Students in grades 6-12 qualify who are earning high school credit toward a high school diploma and college credit toward an associate or baccalaureate degree. Students may be part-time or full-time. The following are ineligible to be counted as Dual Enrollment:

- 1) ~~1.)~~ career-vocational preparatory instruction;
- 2) ~~2.)~~ college preparatory instruction;
- 3) ~~3.)~~ other forms of pre-college instruction;
- 4) ~~4.)~~ physical education and recreation students who focus on physical execution of

~~skill rather than the intellectual attributes of the activity; and~~  
skill rather than the intellectual attributes of the activity; and

4.5) courses not creditable toward a high school diploma.

Unless the student has successfully completed the entry level examination required by Section 1008.30, Florida Statutes, the student will be ineligible for enrollment in college credit mathematics or English courses, or any courses for which college credit English, reading or math is a prerequisite.

- b. **Career Dual Enrollment:** Students in grades 6-12 qualify who are seeking a degree and industry certification through a career education program or course. The student is also earning industry certifications adopted pursuant to s. 1008.44, Florida Statutes (F.S.), which count toward the high school diploma. Students may be part-time or ~~fulltime~~ full-time in career Dual Enrollment.
- c. **Early Admissions:** ~~Form~~ This is a form of dual enrollment permitting high school students to enroll in college or career courses on a full-time basis. Students who qualify will earn both high school and college/career credits for courses completed. Participation in the ~~career~~ early admission program shall be limited to students who have a minimum of four (4) semesters of full-time secondary enrollment, including studies undertaken in the ninth grade.
- d. **e-Credit by Examination:** Students will be eligible for college credit based on the receipt of a specified minimum score on a nationally standardized general or subject area examination.
- e. **d-The International Baccalaureate Program:** Secondary students will be eligible who are enrolled in a program of studies offered through the International Baccalaureate Office at their high school. College credit will be awarded as determined by the **School Board** and the **College Board** of Trustees.
- f. **e-Career Pathways Program:** Secondary students in grades 9-12 are eligible to participate in the Career Pathways Program. The promotion of the program and the revision of Career Pathways Articulation Agreements is a collaborative effort between all the consortium partners. Guidance counselors register students in an articulated, sequential program of study (including a technical component), which leads to continued study at the postsecondary level. Career Pathways programs consist of four years of high-level academic and technical courses at the high school level, articulated (or connected) with continued high-tech training in college, often resulting in an industry level certification. Students prepare for postsecondary training by following a program of study as outlined in the Career Pathways Articulation Agreements between the **School Board** and the **College**. Per the Gold Standard Career Pathways Articulation Agreements of Industry Certification to AAS/AS Degree in 2013, high school students successfully completing the high school portion of the Career Pathways Program can earn college credits which may be used in a declared AS Program of Study through Industry Certification or "credit by examination." They may also receive preferential admission to selective college programs. After a student meets all

admission to selective college programs. After a student meets all criteria outlined in the Career Pathways Articulation Agreement, including successful completion of 12 hours of regular college credit (not including prep courses), he/she can request that the credit be added to their college transcript by completing the Request for Career Pathways Credit form and returning it to the Career Pathways Coordinator. Please refer to:  
<http://www.fldoe.org/workforce/dwdframe/articindcert2aas.asp>. The **College** Career Pathways Coordinator is the coordinator of the Career Pathways Articulation Agreements.

2. In mutual consideration thereof, both parties to the agreement contained herein agree to the following conditions:
- a. The **College** shall offer college level courses that meet the requirements of Section 1007.27 and 1007.271, Florida Statutes, with the exclusion of physical education and recreation courses, where sufficient high school facilities exist and are made available.
  - b. The **College** shall award credit for student completion of a Dual Enrollment and Advanced Placement course based on the stated preference of the student, as either Dual Enrollment or Advanced Placement credit. No student shall claim double credit based on the completion of a single joint Dual Enrollment and Advanced Placement course.
  - c. Courses offered for dual credit will be determined by mutual agreement between the **College** and the **School Board** and displayed in this agreement.
  - d. Special request courses and the addition of classes offered for each academic year shall be designated in a letter(s) of understanding between the **School Board** Superintendent of Schools and the **College** President. The classes will be scheduled whenever possible to assure maximum publicity prior to fall and spring registration.
  - e. The **College** courses are complementary to the high school curriculum, and no unnecessary duplication will occur.
  - f. The **School Board** shall be responsible for incorporating all Dual Enrollment courses within the District "Student Progression Plan."
  - g. Dual Enrollment courses will utilize the common course designation and numbering system approved by the Florida Department of Education (DOE).
  - h. The **College** shall determine course content in accordance with the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) criteria and select instructional materials. The high school will use course syllabi provided by the **College** for all Dual Enrollment courses.

While appropriate for college-level discussions ~~study~~, 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.

- i. Parties to this agreement will certify in writing that courses operated under this agreement will, when successfully completed, be accepted toward high school graduation on the basis that three college credits will equal one-half high school credit, except those designated otherwise by the Articulation Coordinating Committee of the Florida Department of Education and awarded college credits, none of which shall be remedial, preparatory or developmental.
- j. Unless prohibited by statute or rule, nothing in this agreement shall prevent students in the districts from enrolling in regular college credit or career certificate classes, which do not carry high school credit, conducted by the **College**. Students in this category shall file regular college admissions applications and shall be responsible for their own tuition, books, and other expenses.
- k. Pursuant to s. 1007.271, F.S., Dual Enrollment students may enroll in courses offered by the **College** during school hours, after school hours, and during the summer terms unless prohibited by **School Board** policy. Dual enrollment courses may be available online, on the high school campus, on the college campus, or at the college centers.
- l. The **College** shall designate the Dual Enrollment Director to coordinate the Dual Enrollment Program. The director, in conjunction with the high school counselor, will ensure that each student will make a selection of courses to meet degree requirements, including approved program prerequisite courses. This effort is to improve articulation and minimize excess credit hours. In addition, pursuant to s. 1007.23, F.S., a dual enrollment student entering college in 2013-2014 and thereafter, seeking an associate of arts degree, will indicate a baccalaureate degree program offered by their institution of interest by the time they have earned 30 semester hours. The dual enrollment director at the **College** shall inform the student of the prerequisites for the baccalaureate degree program offered by their institution of interest.

NOTE: Section 1001.7065, F. S., allows that a preeminent university may require its incoming first-time-in college students to take a 9-credit to 12-credit set of courses specifically determined by the state university. The state university may require that they be taken at the specific state university involved and that credit for any such required courses cannot be fulfilled through any acceleration, transfer, or other similar mechanism.

- m. The **College** will provide electronic student transcripts at the end of each term to the respective high school guidance counselors to aid in determining continued student eligibility.
- n. The **College** will provide a transcript with a letter grade. Letter grades awarded by the **College** at the end of each semester are: A, B, C, D, F, I, or W. Any letter

grade below a "C" will not count as credit toward satisfaction of the Gordon Rule graduation requirement and the requirement in Rule 6A-10.030; however, all grades are calculated in a student's GPA and will appear on the college transcript. *Any student earning a ~~D or F~~ F or W in a course will be permitted to repeat the same course under the Dual Enrollment Program one time for grade forgiveness. Any student receiving a "WD, F, or IV" in a course may be permitted ~~will be required to repeat the course the next term and will be considered on a case-by-case basis~~ only be permitted to take this one course.* All grades, including "W" for withdrawal, count as course attempts and become part of the student's college transcript; they may affect subsequent postsecondary admission. *If the student receives a second 'W' or 'F' in any course, dual enrollment eligibility will end.* No late withdrawals will be accepted if they were not received in the Dual Enrollment office by the deadline stated in the academic calendar. If a student experiences a unique case, these will be presented to the Vice President of Enrollment Management and Student Affairs and the Director of Dual Enrollment for exception to the policy with requested documentation.

o. Section 1007.271(18), F.S., states that "school districts and Florida College System institutions must weigh dual enrollment courses the same as advanced placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited."

p. This provision relating to GPA weighting includes all dual enrollment courses, including career education courses. In addition, there should be no differentiation between the weighting of 1000 and 2000 level courses or courses that do not appear on the *Dual Enrollment Course—High School Subject Area Equivalency List*.

pg. Students taking Dual Enrollment classes taught by College faculty are required to follow the College Code of Academic Ethics and Code of Conduct outlined in the ~~2015-2016~~ 2018-2019 FGC Student Handbook. (Page 15 of the articulation agreement pertains specifically to dual enrollment students).

qr. The College and high school will schedule an information and orientation session to inform students and parents about opportunities to participate in the Dual Enrollment Program. At least two weeks prior, the College and high school will collaborate in formulating the agenda for this information session.

#### **B. STUDENT ELIGIBILITY CRITERIA**

1. The Board shall identify the students qualified for participation in the Dual Enrollment Program. Students must demonstrate academic capabilities to pursue college level instruction.
2. In order to be eligible for participation in the Dual Enrollment Program, a student must:

- a. be in grades 6-12;
- b. No student will be eligible to enroll into classes through the Dual Enrollment Program beyond their 19<sup>th</sup>-19<sup>th</sup> birthday.
- c. have a minimum ACT/SAT/PERT/TABE test score as established by the **College**. As specified in Section 1008.30, Florida Statutes, students who do not achieve the minimum test score in basic computation and communication (English and reading) skills areas cannot take college credit courses in mathematics and English respectively or any courses for which college credit English, reading or math is a prerequisite. All three sections must have eligible test scores to continue after 12 college credits are earned. Eligible Score sheets will be provided

1	<u>Pert</u>	
a)	<u>Reading:</u>	<u>106</u>
b)	<u>Writing:</u>	<u>103</u>
c)	<u>Math:</u>	<u>114</u>
1	<u>ACT</u>	
a)	<u>Reading:</u>	<u>19</u>
b)	<u>Writing:</u>	<u>17</u>
c)	<u>Math:</u>	<u>19</u>
1	<u>SAT</u>	
a)	<u>Reading:</u>	<u>24</u>
b)	<u>Writing:</u>	<u>25</u>
c)	<u>Math:</u>	<u>24</u>

- d. meet with the high school guidance counselor or **Board** designee, complete the Dual Enrollment/Early Admissions application form, and be approved to enroll by the Dual Enrollment Director. Dates will be posted at High Schools and College Critical Dates posted by the College. Application forms must be approved prior to the published college deadlines.
- e. complete the Dual Enrollment/Early Admissions registration forms by the end of the Add/Drop period for each term as listed in the Critical Dates Calendar published by the **College**.

The **College** will consider a request from the guidance counselors for dropping a course after the first week of classes. This will be done on a case-by-case basis and must be approved by the appropriate academic College vice president. If approved, the result will be a drop for the student, not a withdrawal.

- f. comply with the requirements specified in the County School District's "Student Progression Plan."

3.3. For the Associate in Arts (A.A.) Degree Program the student must:

- a. have a minimum of 3.0 unweighted GPA based on the 4.0 scale.

or

be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and with the concurrence of the **College**.

~~b.b.~~ register only for required or elective courses in the A.A. Degree Program.

4. For the Associate in Science (A.S.) Degree and College Credit Certificate programs the student must:

a. have a minimum of 3.0 ~~unweighted~~ unweighted GPA based on a 4.0 scale,

or

be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and concurrence of the **College**.

b. meet all program entrance requirements as stated in the **College** catalog.

c. register only for courses in the A.S. degree program or electives approved by the **College** division administrator of the A.S. degree program to which the Dual Enrollment student has been admitted.

5. For Technical Certificate Programs and Applied Technology Diplomas (A.T.D.) the student must:

a. have a minimum 2.0 unweighted GPA based on a 4.0 scale

or

be recommended by the high school principal or designee, based upon evidence of the outstanding interests and aptitudes of the student, and with the concurrence of the **College**.

b. meet all specific program entrance requirements as stated in the **College** catalog.

6. For Bachelor Degree Programs:

a) Have successfully completed the associate's degree prior to admission into the Bachelor program

b) No bachelor level courses can be taken prior to admission into the program

7. ~~6.~~ Exceptions to the above paragraphs 2, 3, 4, and 5 will be subject to careful examination of student qualifications by the high school counselor, principal, the appropriate **College** division administrator, and Dual Enrollment Director.

8. ~~7.~~ The high school principal or designee will certify students eligible for Dual Enrollment. If students drop below a 2.0 cumulative **College** GPA, it is at the discretion of the guidance counselor/designee to allow them one semester to achieve

at least a 2.0 cumulative **College** GPA to maintain eligibility in the Dual Enrollment Program.

9. ~~8.~~ Students will be considered high school students for the purpose of student activities and student body privileges.
10. ~~9.~~ Dual Enrolled students ~~may will~~ be issued a college I.D. and afforded all the privileges thereof.
11. If a student leaves your DE program/school, notify in writing as soon as possible the DE offices as the student account will need to be changed. Same as if you get a new student and you would like to continue with DE. Written notification will be required to have the student in the DE program.

#### **C. CALENDAR**

1. The **College** shall select and schedule classes eligible for Dual Enrollment using the **College** calendar for classes taught outside the regular school hours.
2. During regular public school hours the **School Board** shall, with the concurrence of the **College**, select and schedule Dual Enrollment classes taught on the high school campus using the public school class and bell schedule and the **College** calendar.
3. The **School Board** and the **College** shall make reasonable efforts to avoid conflicts in scheduling.
4. The **College** agrees to conduct, if possible, Dual Enrollment courses at the high school, using the school class and bell schedule and the **College** calendar.
5. All logistical and scheduling information regarding Dual Enrollment courses taught by high school teachers at the high school must be provided to the **College** Dual Enrollment Director by the admissions application deadline in the Critical Dates Calendar published by the **College**. Special circumstances will be ~~determined~~ determined by the appropriate academic vice president. A representative from each high school should contact the **College** with credentialed instructor name(s) and the course(s) each instructor will be teaching, as well as the specific days/times the course(s) will be taught.

#### **D. DUAL ENROLLMENT FACULTY**

1. The staff will be selected on approval of the **College** and the high school principals from teachers employed at the high school or the **College**, who have filed college transcripts and applications with the **College**, and who meet the degree and certification requirements of the **College**, and pursuant to SACSCOC. These criteria apply to all faculty teaching postsecondary courses regardless of the physical location of the course being taught. The postsecondary institution awarding the credit shall ensure faculty teaching Dual Enrollment courses meet these qualifications. Preference will be given high school faculty as adjunct teachers for Dual Enrollment courses.



2. The **College** shall approve Dual Enrollment faculty and will provide them with a copy of the current faculty handbook. Faculty shall adhere to the professional guidelines, rules, and expectations therein. Faculty will also be provided with a current student handbook detailing information that includes, but is not limited to, add/drop and withdrawal policies, student code of conduct, grading policies, and critical dates. Dual Enrollment faculty shall verify that every student sitting in their college course is listed on their course section roster no later than the second week of each semester. The course section rosters must be signed by Dual Enrollment instructors and then faxed, emailed, or mailed to the **College** by the due date. Verbal confirmation or email confirmation will not be accepted. No student shall be permitted to remain in a college class in which they are not enrolled. Faculty must adhere to the guidelines, rules, and expectations therein that apply to faculty.
3. The High Schools will notify the Dual Enrollment Director of courses they will be offering on their campus for Dual Enrollment students. The course name/days/times will be emailed and the College will build the section. The course syllabus will be emailed to the Director of Dual Enrollment which shall include the course calendar identifying assignments, test dates and grading scale.
4. 3. The **College** shall conduct an administrative evaluation of all faculty teaching Dual Enrollment students. This evaluation will be conducted by the appropriate vice president or designee.
5. 4. The **College** shall also conduct student evaluations of Dual Enrollment faculty. This evaluation will be coordinated by the appropriate vice president or designee.
6. 5. At the end of the term, textbooks will be collected according to **School Board** policy, and Dual Enrollment faculty will submit signed final grade rolls as required to the appropriate instructional division or **College Registrar** by the published deadline. The **College** will submit student transcripts to the respective high school guidance counselor.
7. 6. The **College** will provide all faculty members a copy of course plans and objectives for the college course they are teaching. In addition, faculty shall be provided with information on additional requirement relating to Rule 6A-10.030, F.A.C., if applicable. All course objectives and identified competencies must be included in the course plan and covered per the syllabus during the term.  
Faculty members will be required to submit a course syllabus which will be reviewed by the College prior to the start of each term. Content of the syllabus must meet the same criteria as required for all college courses offered by the College. The syllabus will be kept on file at the College. Each faculty member should also submit a faculty schedule which will include the days and times the college course(s) will be taught, as well as the faculty member's designated office hours.
8. 7. The following curriculum standards for course content, syllabi, exams, and grades shall apply to college credit Dual Enrollment:
  - a. a. Dual Enrollment classes taught on the high school campus must meet all

competencies expected and outlined in the postsecondary course plan. To ensure equivalent rigor with on-campus courses, the **College** shall be responsible for developing and providing a comprehensive end-of-course assessment or a series of expected learning outcomes in accordance with **SACSCOC**. Assessments shall be provided to the high school campus in a timely manner to ensure availability prior to scheduled administration dates. Completed, scored exams will be returned to the **College** and held on file for one (1) year by the appropriate academic vice president.

- b. Textbooks and instructional materials used in Dual Enrollment courses must be comparable with those used with other postsecondary courses at postsecondary institutions with the same course prefix and number. The **College** will advise the **School Board** of instructional material requirements as soon as it becomes available, but no later than one term prior to a course being offered.
- c. Course requirements such as tests, papers, or other assignments for Dual Enrollment students must be at the same level of rigor or depth as those for non-Dual Enrollment postsecondary students. All faculty teaching Dual Enrollment courses must observe the **College** procedures and deadlines for submission of grades in the appropriate format. All faculty members will be advised of the **College**-wide grading guidelines prior to teaching a Dual Enrollment course.
- d. The **School Board** will ensure there are minimal interruptions of instructional time. A student shall lose eligibility to participate in the Dual Enrollment Program if a student is being disruptive to the learning process, such that the progress of other students and the efficient administration of the course are hindered. Dual Enrollment courses may not be combined with other high school courses, except in accordance with Section 1007.272, Florida Statutes.

#### **E. COST**

1. A student who is enrolled in a dual enrollment or early admission program through a public postsecondary institution or state university is exempt from the payment of tuition and fees, pursuant to s. 1009.25, F.S. The fee exemption includes application, registration, tuition, and laboratory fees for courses taken through dual enrollment.
2. For dual enrollment courses offered on a public postsecondary institution campus, the **School Board** pays the standard rate of tuition per credit hour from the Florida Education Finance Program (FEFP). Currently, the standard rate of tuition at a public postsecondary institution is ~~\$71.98~~ \$71.98 per credit hour. This cost is associated with dual enrollment students taking classes on the **College** campus and/or taking online classes through the **College**.
3. For dual enrollment courses offered on the high school campus by college faculty, the **School Board** must reimburse the **College** for costs associated with the proportion of salary and benefits to provide instruction. When dual enrollment courses are provided on the high school campus by a high school teacher, the **School Board** is not responsible for payment to the **College**.

4. For dual enrollment students enrolled in programs leading to a career certificate or applied technology diploma, the standard rate of tuition currently is ~~\$2.33~~ \$2.33 per contact clock hour.
5. The **School Board** will only pay the standard rate of tuition from funds provided in the Florida Education Finance Program to the **College** during fall and spring terms. The **School Board** does not pay the **College** the standard rate of tuition during the summer terms, as FEFP funds are not provided to the **School Board** during the summer. This does not preclude the **College** from offering dual enrollment courses during the summer terms.
6. The board of trustees at the **College** shall establish, publish, collect, and budget student fees, and shall establish dates for paying fees. The dates shall be not later than the last day of the drop and add periods established by the board. When the **College** has a written promise of payment from business, industry, government unit, nonprofit organization, or civic organization, fees may be deferred as determined by the **College** Board of Trustees.
7. Various sponsors and agencies agree in writing to pay for a student's tuition, fees, books, and/or supplies. These agreements take the form of letters, purchase orders, memos of understandings, formal contracts and/or authorization documents which stipulate the education expense that the agency or sponsor will pay.
8. Students with funding for tuition and fees from sponsoring agencies or organizations must have a written authorization (verbal agreements are unacceptable) from the agency on file with the business office before the student's tuition and fees may be incurred. Once the authorization is on file, tuition, fees and book costs of the student will automatically be applied to the sponsor's account and an invoice generated to the sponsor for payment.
9. Charges for tuition, fees, books and supplies may be deferred and held in accounts receivable from the last day of any registration period up to sixty (60) days but not beyond the end of the class for those students for whom the **College** has received a written authorization for payment from a business, industry, governmental unit, ~~non-profit~~ nonprofit organization, or civic organization.
  - Faculty supplied by the **College** will be compensated directly by the **College** in accordance with the appropriate college salary schedule.
  - The **School Board** shall provide Dual Enrollment instructional materials, including electronic access codes for textbooks, at the start of classes each semester, and accounting for Dual Enrollment instructional materials shall be accomplished as follows:
    - a. All instructional materials purchased under the Dual Enrollment Program shall be administered as provided in Section 1007.271, Florida Statutes.
    - b. Students shall return instructional materials at the end of each term as provided in

**School Board procedures.**

- c. Instructional materials will be stored according to **School Board** procedures, and shall be reissued to students during subsequent terms.
- d. The sale of all instructional materials purchased under Section 1007.271, Florida Statutes, will be in accordance with state guidelines for the disposal of such materials.
- e. The proceeds from the sale of such instructional materials will be used to purchase instructional materials for public school students.
- f. The selection of textbooks and instructional materials for college courses is the responsibility of the full-time **College** faculty. The faculty always seeks to adopt the most effective instructional materials, changing textbooks only to improve these materials. Faculty will have no control over publishers' edition changes and in such cases usually allow students to use the previous edition of the textbook.
- g. Textbooks and associated electronic access codes must be purchased by the **School Board** each term. **College** textbook vouchers should not be used to purchase miscellaneous consumable materials or supplies for students. Aware of rising textbook costs, and noting that the average life of a textbook adoption presently approximates three years, the faculty will make every effort to continue to use adopted textbooks as long as they believe them to be the best available. A *Textbook Approval Form* has been adopted so a department and/or instructor can request a change in textbook, which the **College** Textbook Committee will review to approve or disapprove. However, the **College** does not guarantee that an adopted textbook will remain in service for a stated period of years.
- h. Any other financial consideration shall be as required by current state law or as amended as such.

**FG. ENROLLMENT PROCEDURES**

1. The Director of Enrollment Management and Dual Enrollment Director shall coordinate the admission of Dual Enrollment students.
2. The **College** will provide academic advisement services regarding the **College's** educational programs to students participating in the Program.
3. All students must complete a **College** Dual Enrollment/Early Admission Application for Admission form by the dates listed above in Students Eligibility Criteria, B2(d).
4. By the dates listed above in Students Eligibility Criteria B2(d), all students must complete a **College** Dual Enrollment Registration Form each term and have it signed by the high school counselor and **College** Dual Enrollment Director. This form must be submitted to the **College** Registrar their registration for each term through their MyFGC account no later than the dates published in the Critical Dates Calendar. Registration will not be complete until this form is filed with the **College** Registrar. When registration forms have been faxed, the original signed copies of the same faxed registration forms must be received (mailed or hand delivered) to the Dual Enrollment Director within 3 business days.

5. Completion of the Dual Enrollment registration form by the The high school representative will constitute recertification of the student's Dual Enrollment eligibility. notify the Dual Enrollment Office if eligibility ends, immediately, in writing.

INFO ONLY

6. Disability services - The Student Disability Office provides reasonable accommodations for qualified students with documented disabilities enrolled at FGC, regardless of location or instructional delivery format. The Student Disability Office and its designated representatives are available to advise students regarding eligibility for classroom and testing accommodations and other disability related services. The process for obtaining a reasonable accommodation(s) is an interactive one that begins with the student's disclosure of disability and a request for a reasonable accommodation(s). The student has the responsibility to provide FGC with proper documentation of disability from a qualified physician or clinician who diagnoses disabilities and sets forth the recommended accommodation(s). Student requests for accommodation(s) will be considered on an individual basis. Each student with a disability should contact the Office of Student Disability Services prior to the commencement of classes to discuss his or her needs.
6. Students seeking academic modifications due to a disability are required to register with the Disability Services Office (DSO). They should make an appointment to meet with the college Coordinator of Disability Services and provide recent, relevant and comprehensive documentation from an appropriate health care provider or professional. While an Individualized Educational Plan may be provided (IEP) and 504 Plan are not generally

considered adequate documentation, services may be provided with to accommodations received at the High School. The College and High School will work in cooperation to provide the appropriate services the student will need based on the delivery mode of the course (i.e., classroom, online, hybrid).

7. ~~The College Dual Enrollment Registration Form must be completed prior to issuance of course textbooks. This form will serve as the voucher for issuing textbooks to the student according to the School Board and College procedures.~~

Florida State Board of Education Rule 6A-10.041 authorizes reasonable course substitutions for any person who has a hearing impairment, visual impairment or a specific learning disorder. Substitutions will only be utilized in cases where the person's failure to meet the requirement is related to the disability and where the failure to meet the requirement does not constitute a fundamental alteration in the nature of the program.

To obtain more information from the Office of Student Disability Services, please call (386) 754-4393, email [disability.services@fgc.edu](mailto:disability.services@fgc.edu), or visit our website at [fgc.edu/students/student-resources/disability-services/](http://fgc.edu/students/student-resources/disability-services/)

7. ~~8.~~ The student must complete all sections of entry-level examinations required per Section 1008.30, Florida Statutes and the College. Students must satisfy the college preparatory testing requirements of Rule 6A-10.0315, F.A.C., which is hereby incorporated by reference. Students, who have been identified as deficient in basic competencies in one of the areas of reading, writing, or mathematics, as determined by scores on a postsecondary readiness assessment, shall not be permitted ~~pennitted~~ to enroll in college credit courses in curriculum areas precluded by the deficiency. Students may enroll in college credit courses that are not precluded by the deficiency; however, students may not earn more than twelve (12) college credit hours prior to the correction of all deficiencies. ~~EE~~Exceptions to the twelve (12) college credit limitation may be granted by the postsecondary institution provided the student is 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. In addition, the secondary student who has accumulated twelve (12) college credit hours and has not demonstrated proficiency in the basic competency of reading, writing, and mathematics must be advised in writing by the School Board of the requirements for associate degree completion and state university admission, including information about future financial aid eligibility and the potential costs of accumulating excessive college credit, as outlined in Section 1009.286, F.S. No exceptions will be granted. All scores must be received to continue beyond 12 college credits. Students will be permitted to use ACT or SAT scores for placement into college-level courses. Students who place into Pre-Calculus (MAC 1140) or higher through ACT or SAT scores are required by the College to complete the Math sub-test of the PERT (Postsecondary Education Readiness Test) for placement. (Refer to B-2-C).

9. Students making any schedule changes must return textbooks to the individual

9. Students making any schedule changes must complete a College Dual Enrollment Registration Form, have it signed by the high school counselor and the College Dual Enrollment Director, and deliver it and the textbooks to the individual specified by School Board procedure. Note: If a student withdraws from high school courses in their school district, the high school counselor must also complete withdrawal paperwork for any college Dual Enrollment courses in which the student was enrolled. An exception to this could be made if a student requests to continue in the college course(s), and the student's new school district high school principal or his/her designee provides written permission to the College. *No student may*

*withdraw from a course for any reason after the withdrawal deadline (determined by the Critical Dates Calendar).*

10. Students who register for classes are responsible for their grades associated with those classes. Students who decide not to attend or wish to withdraw from a class are responsible for dropping or withdrawing from the class by the appropriate published date. Students who have been reported by their instructor as never attending during the first and second week of the add/drop period will be automatically dropped from their classes when course section rosters are returned to the College Registrar's Enrollment Services office by the third week of the semester. Notification of any dual enrollment student dropped by the Registrar's Office Enrollment Services office will be sent to the Dual Enrollment Director, who will then notify the high school guidance counselor immediately. Any student not withdrawn from a course by the published date will remain officially registered and will be assigned an earned letter grade at the end of the semester.

*will be sent to the Dual Enrollment Director, who will then notify the high school guidance counselor immediately. Any student not withdrawn from a course by the published date will remain officially registered and will be assigned an earned letter grade at the end of the semester.*

11. Students will be permitted to use ACT or SAT scores for placement into college-level courses. Students who place into Pre-Calculus (MAC 1140) or higher through ACT or SAT scores are required by the College to complete the Math sub-test of the PERT (Postsecondary Education Readiness Test) for placement.

11. Dual Enrollment students shall be subject to all College policies and procedures that apply to other students. As with all students, official final high school transcripts must be on file with the College Admissions Office prior to students being admitted as regular students standard students. Summer A admission after the students last eligible term as DE will only be granted under certain special circumstances which will be reviewed by the Director of Dual Enrollment. Students will need to complete a Standard Application, Residency Declaration form, and a letter from the High School stating the student will be graduating from High School will need to be brought to Enrollment Services to convert the student for Summer A. Enrollment for Summer A will be granted to those students that will be graduating with a degree after completion of the term. Students must conform to all Dual Enrollment policies and procedures established by their high schools. For a single semester, both School Board and College may agree to extend Dual Enrollment participation in The College Experience (SLS 1501) courses to high school students who do not meet the statutory CPA and testing eligibility. All statutory requirements must be met prior to any student continuing in the program not completing a degree will be admitted for Summer B when we receive their official High School transcripts.

12. SLS 1501 is a General Education-general education social science course required for all students earning an AA degree. This-The course must be taken-completed within a student's first year-year in the Dual Enrollment Program and students must have eligible Reading and Writing scores to enroll.

- a. PERT: Reading 106/Writing 103
- b. ACT: Reading 19/Writing 17
- c. SAT: Reading 24/Writing 25



13. 14. Students are not permitted to enroll in independent study courses except for special circumstances. Special circumstances are to be determined by the appropriate **College Vice-President**.

**G. INSERVICE**

The College agrees to cooperate with the School Board in offering in-service that will be mutually beneficial to all concerned. This in-service may be conducted at either the College campus, District school campus, or other site mutually agreed upon. **G. TRANSPORTATION**

The student shall be responsible for providing H-transportation if the Dual Enrollment instruction is conducted at a facility other than the high school campus.

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**Dual Enrollment Program Code of Academic Ethics**

The faculty of FGC is committed to a policy of honesty in academic work. Conduct which may be subject to administrative and/or disciplinary penalties, up to and including suspension or expulsion, includes:

1. **1-Dishonesty** is cheating of any kind with respect to examinations, course assignments, or illegal possession of examination papers. If you help another student cheat, you will be subject to the same penalties as the student who is assisted.~~2.~~
2. **Plagiarism** is the deliberate use and appropriation of another's work without identifying the source and then passing off such work as your own. If you fail to give full credit for ideas or materials taken from another, you have plagiarized.

**In case of dishonesty or plagiarism:** The instructor ~~may~~ will take academic action consistent with college policy that may result in loss of credit for a specific course and removal from the Dual Enrollment Program- The student will be required to meet with the Associate Dean for review.

**Dual Enrollment Program Code of Conduct**

1. Attendance at FGC is a privilege, and to maintain the college ideals of scholarship and character development, the right is reserved to withdraw any student at any time for any reason deemed sufficient, and the student concedes this right to the college.
2. Each registered student assumes the responsibility to become familiar with and to abide by the general regulations and rules of conduct of the college.
  - o Disruptive behaviors, if they take place on our campus or at our off-campus college centers, may lead to suspension or dismissal from the college.
  - o Any of the following violations may constitute a form of disruptive behavior:
    - Cheating in any form
    - Deliberate interference with the rights of others
    - Behavior that intentionally acts to impair, interfere with, or obstruct the orderly conduct, processes, and functions of the college. This applies to acts conducted at our college campus or any off-campus college center.

**DUTIES OF THE ARTICULATION COMMITTEE**

1. The Articulation Committee will be composed of school district administrators and guidance counselors representing the five county district area- **College** administrators, and the **College** Dual Enrollment Coordinator.
2. The Articulation Committee shall meet at least twice a year.
3. The committee shall prepare the Dual Enrollment Articulation Agreement.
4. The committee shall develop mechanisms and strategies for reducing the incidence of postsecondary remediation in math, reading, and writing for first-time enrolled recent high school graduates based upon the findings in the Postsecondary Readiness for College Report produced pursuant to 1008.37 Florida Statutes.
5. The committee annually shall analyze and assess the effectiveness of the mechanisms toward meeting the goal of reducing postsecondary remediation needs.
6. The committee shall annually present to the **College** Board of Trustees and to the District **School Board** the results of this assessment.

(See Appendix Four for ~~2017-2018~~ **2018 - 2019** plan of strategies and mechanisms for reducing the incidence of postsecondary remediation in math, reading, and writing for first time enrolled recent high school graduates.)

**SECTION III**

**INITIATION OF COURSES**

It is agreed that neither the **College** Board of Trustees nor the District **School Board** shall initiate a program or course that is not part of a program, until such has been incorporated into this Dual Enrollment Articulation Agreement.

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**ACCOUNTABILITY & ASSESSMENT**

These provisions shall not prevent a Board assigned responsibility for one or more of these programs from developing joint programs or contracting for specific instructional services with another Board or agency, subject to review by the two local education agencies.

For each of these programs, all related enrollment projections, FTE reports, cost analyses, and other elements required for the allocation of funds shall be the sole responsibility of the assigned board unless herein indicated.

The following accountability and assessment standards shall apply to college credit Dual Enrollment:

The **College** shall analyze student performance in Dual Enrollment to ensure the level of preparation and future success is comparable with non-Dual Enrollment students. Analyses and recommendations shall be shared and reviewed with the principal and **School Board**.

The **School Board** shall analyze course and instructor evaluations for Dual Enrollment courses on the high school campus. Analyses and recommendation shall be shared and reviewed by both the **College** and **School Board**.

Any course, discipline, college, or system-wide assessment that the **College** requires in non-Dual Enrollment sections of a course shall also be used in all Dual Enrollment sections of the course.

The **College** shall compare student performance, to include final grade and exam, of Dual Enrollment course offerings on the high school campuses and college campuses to ensure that results are comparable to non-Dual Enrollment sections. Results will be made available to the principal, local school district, the **College** president, and DOE.

**Administration of the Florida Postsecondary Education Readiness Test to Public High School Students**

**Purpose of Agreement**

The purpose of this Agreement is to establish specifications for a testing program for the purpose of supporting the high school students as allowed by the provisions of Rule 6A-10.0315, F.A.C., and Title ~~XLVII~~; XLVIII, Chapter 1008.30 (3) FS K-20 Education Code, between Florida Gateway College and the School Board.

**1. Purpose of Testing Program****A. PURPOSE OF TESTING PROGRAM**

The purpose of the testing program is to provide the high school students with information and materials designed to meet testing needs of the students in preparing them or to determine the need for remedial instruction prior to enrolling in postsecondary education courses, counseling concerning future college and career planning, and eligibility for Dual Enrollment and Gold Seal Scholarships.

Per State Board Rule 6A-10.0315, F.A.C., Florida high schools will administer the PERT. The **College** will provide TABE testing for the high school students at no cost to the student or the **School Board**. The **College** will continue to support this effort by on-line practice tests, learning modules, and e-books for test preparation.

For testing at the high school, the **School Board** will:

1. a-be responsible for informing students about the test administration
2. b-make any unusual test site accommodations for disabled students.

For testing at the **College** test center, the **School Board** will:

1. a-notify students requesting ADA accommodations for TABE testing to contact the Disability Services Office (386-754-4393) prior to making a testing appointment.
2. b-provide documentation needed for testing in the **College** test center:
  - a. Test Voucher completed by high school guidance office and initialed by the Dual Enrollment Office.
  - b. produce official photo ID and
  - c. provide Social Security Number.
  - d. If official photo ID isn't available, then the student will need to provide a notarized Alternate Student Identification form.

**B TEST SCHEDULE**

Students should schedule testing through the FGC Test Center webpage.

**C. TEST SCHEDULE/CRITERIA/REPORTS**

1. The Test Center requires the following documentation in order to administer tests: a. Test Voucher approved by the Dual Enrollment Office.

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- b. produce official photo ID; and
- c. provide Social Security Number;
- d. If official photo ID isn't available, then the student will need to provide a notarized *Alternate Student Identification form*.
- e. Students testing at the College will receive their scores upon completion of their test(s).

**D. OTHER**

When applying for admission to the College as a Dual Enrollment student, the applicant will be expected to provide the College with the most recent entry-level test placement scores available but not older than two years.

**E. RETESTING**

**H. Retesting**

High school students who do not have the required scores on the ACT or SAT subtests to be placed in college-level courses need to contact their guidance office about taking the P.E.R.T. test. If the student elects to take the TABE test at the College, they will be required to obtain a form/letter Test Voucher from the high school certifying they are eligible to test at the College and approved by the College.

P.E.R.T. records and test scores are considered confidential educational records under Section 1002.221, F.S. The College shall accept the test scores from the public high school transcript as an official record of scores and comply in maintaining confidentiality of these records.

**F. APPROVAL**

This Dual Enrollment Articulation Agreement must be approved prior to implementation.



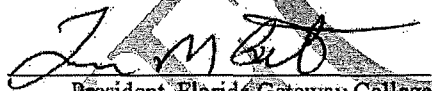
**SECTION VI-EFFECTIVE DATE**

This resolution and the policies and allocation of responsibility shall be effective upon being signed by the District Superintendent and the **College** President, but shall be executed before registration for the fall term of the following school year. Additions and deletions may be made at any time upon the mutual agreement of the **College** President and the District Superintendent. Courses and programs are to be incorporated into the agreement before instruction begins.

This Agreement shall be valid for the ~~2017-2018~~2018-2019 academic school year.

This agreement will be in effect from July 1, ~~2017~~2018 to June 30, ~~2018~~2019 and may be renewed annually upon mutual written consent of both parties.

**IN WITNESS WHEREOF**, the **School Board** of SUWANNEE County and the District Board of Trustees of the **College** have adopted this agreement and caused it to be executed in accordance with Section 1001.64-1001.65, Florida Statutes Dual Enrollment Articulation Agreements.

  
President, Florida Gateway College  
Date

Date

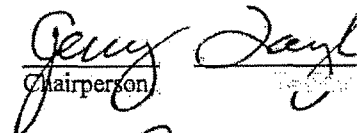
President, Florida Gateway College  
Suwannee Chairperson, SUWANNEE County School

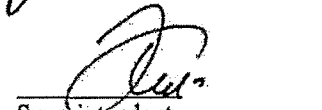
Date

Board  
Suwannee Superintendent  
County School District

**OCT 24 2017**

Date

  
Chairperson

  
Superintendent,  
SUWANNEE

"Approved as to Form and Sufficiency

BY

OCT 24 2017

Date

"Approved as to Form and Sufficiency

BY

Leonard J. Dietzen, III

Leonard J. Dietzen, III

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

**APPENDIX ONE DUAL ENROLLMENT ADMISSIONS REQUIREMENTS**

Florida Statute 1007.271(7) states:

Career dual enrollment shall be provided as a ~~curricular~~ curricular option for secondary students to pursue in order to earn industry certifications adopted pursuant to s. 1008.44, which count as credits toward the high school diploma. Career dual enrollment shall be available for secondary students seeking a degree and industry certification through a career education program or course.

Florida Gateway College AS degrees and programs that lead to an industry certification:

**APPENDIX TWO**

**TEST OF ADULT BASIC EDUCATION GRADE LEVEL REQUIREMENTS**

The students in the following programs must be tested using the TABE and achieve these specified skills levels or be remediated until meeting the required grade level equivalents on retests. The required grade level equivalent on the TABE, which must be achieved for each certificate program, is as follows:

GRADE LEVEL EQUIVALENT MATH LANGUAGE READING			
Heating & Air Conditioning Technology	10.0	9.0	9.0
Medical Coder/Biller	10.0	11.0	11.0
Patient Care Technician	10.0	10.0	10.0
Applied Welding Technology	8.0	8.0	8.0

**APPENDIX THREE**

**DUAL ENROLLMENT APPROVED COURSES**

There are hundreds of rigorous courses available to students through dual enrollment. The *Dual Enrollment Course—High School Subject Area Equivalency List*, which is updated annually and approved by the Articulation Coordinating Committee (ACC) and the State Board of Education, is a tool that identifies dual enrollment courses guaranteed to satisfy specific high school graduation subject area requirements.

Additional dual enrollment courses that are not included on the *Dual Enrollment Course—High School Subject Area Equivalency List* may be offered. Any dual enrollment course not on the equivalency list must count, at a minimum, as an elective toward high school graduation. There is no explicit limitation in statute regarding the number of high school elective credits a student may earn through dual enrollment. However, the **School Board** is not prohibited from granting subject area credit for those courses not included on the list, if appropriate.

\*Note: Current law allows for any course in the Statewide Course Numbering System, with the exception of developmental education, physical education skills, and recreation courses, to be offered as dual enrollment courses.

#### **DUAL ENROLLMENT SCHEDULING OF COURSES**

Florida Gateway College is continuing to be proactive in developing new courses. However, the availability of Florida Gateway College programs and course offerings are contingent upon student interest and demand.

**APPENDIX FOUR TWO**

<u>Test Type</u>	<u>Reading</u>	<u>Writing</u>	<u>Math</u>
<u>Dual Enrollment Eligible Test Scores</u>			
<u>PERT</u>	<u>106+</u>	<u>103+</u>	<u>114</u>
<u>ACT</u>	<u>19+</u>	<u>17+</u>	<u>±</u>
<u>SAT</u>	<u>24+</u>	<u>25+</u>	<u>19+</u>
			<u>24+</u>

**Note:**

Before student accumulates 12 college credit hours, a student must pass ALL sections of a college placement test (Reading, Writing and Math) to be eligible for the Dual Enrollment program.

**TEST OF ADULT BASIC EDUCATION GRADE LEVEL REQUIREMENTS**

The students in the following programs must be tested using the TABE and achieve these specified skills levels or be remediated until meeting the required grade level equivalents on retests. The required grade level equivalent on the TABE, which must be achieved for each

certificate program, is as follows:

GRADE LEVEL EQUIVALENT MATH LANGUAGE READING

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<u>Heating &amp; Air Conditioning Technology</u>	<u>10.</u>	<u>9.0</u>	<u>9.0</u>
<u>Medical Coder/Biller Applied Welding</u>	<u>0</u>	<u>11.</u>	<u>11.</u>
<u>Technology</u>	<u>10.</u>	<u>0</u>	<u>0</u>
	<u>0</u>	<u>8.0</u>	<u>8.0</u>
	<u>8.0</u>		

**APPENDIX THREE**

During the ~~2017-2018~~ 2018-2019 school year, the five school districts and the **College** will:

- Schedule a fall and spring meeting of the Articulation Committee to revise the articulation agreement utilized by the **College** and the school districts.
- Expand the **College** "Career Days" activities for secondary school students on campus to include middle school as well as high school students.
- Establish programs for eighth grade students and parents—advising them of courses necessary for college and university preparation.
- Use the **College** Testing Center to help students access the Test Center web page to download study guides for the PERT.

Provide the teachers in the **College's** School District through the Education Preparation Institute with:

- \* Alternative certification
- \* Professional development for recertification or endorsements
- \* Hours towards specific certification or certification deemed necessary by State/School District



Florida Gateway College is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award baccalaureate and associate degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call 404-679-4500 for questions about the accreditation of Florida Gateway College. The Commission is to be contacted only if there is evidence that appears to support an institution's significant non-compliance with a requirement or standard.

FGC will adhere to all applicable federal, state, and local laws, regulations, and guidelines with respect to providing reasonable accommodations as required to afford equal educational opportunity. Students may obtain further assistance and information by calling the ~~Coordinator~~ coordinator of disability services, at (386) 754-4215. The Disability Services Office is located in Building 017, Room 021, 021, 149 SE College Place, Lake City, Florida 32025.

Florida Gateway College does not discriminate in education or employment related decisions on the basis of race, color, religion, national origin, gender, age, disability, marital status, genetic information, or any other legally protected status in accordance with the law. The Equity Officer is Sharon Best, Director of Human Resources, 149 SE College Place, Lake City, FL 32025, and may be reached at (386) 754-4313.

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Comparison Details	
Title	pdfDocs compareDocs Comparison Results
Date & Time	8/13/2018 12:08:17 PM
Comparison Time	2.27 seconds
compareDocs version	v4.2.300.9

Sources	
Original Document	\\HomeDirs01\Users\$cduquette\My Settings\Desktop\Compare Contract\SCSB 2018-97 FGC Dual Enrollment Fully Executed.pdf
Modified Document	\\HomeDirs01\Users\$cduquette\My Settings\Desktop\Compare Contract\SCSB 2019-63 FGC Dual Enroll.pdf

Comparison Statistics	
Insertions	110
Deletions	44
Changes	72
Moves	0
TOTAL CHANGES	226

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<u>Insertions</u>	
<u>Deletions</u>	
<u>Moves / Moves</u>	
Inserted cells	
Deleted cells	
Merged cells	
Formatting	Color only.
Changed lines	Mark left border.
Comments color	By Author.
Balloons	False

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Open Comparison Report after Saving	General	Always
Report Type	Word	Track Changes
Character Level	Word	False
Include Headers / Footers	Word	True
Include Footnotes / Endnotes	Word	True
Include List Numbers	Word	True
Include Tables	Word	True
Include Field Codes	Word	True
Include Moves	Word	False
Show Track Changes Toolbar	Word	True
Show Reviewing Pane	Word	True
Update Automatic Links at Open	Word	False
Summary Report	Word	End
Include Change Detail Report	Word	Separate
Document View	Word	Print
Remove Personal Information	Word	False
Flatten Field Codes	Word	True

Q-40850

K<sup>12</sup>

This Online Educational Products and Services Order (this "Order"), dated as of 8/28/2018 (the "Order Effective Date"), is between Suwannee County School District, 1729 Walker Ave SW, Ste 200, 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 both the Florida Attachment to The Online Educational Products and Services Order ("Attachment") attached hereto as Exhibit A and the K12 Online Educational Products and Services Agreement Terms (the "Terms") attached hereto as Exhibit B, on the date that this Order bears the signatures of both Customer and K12. Collectively, the Order, Attachment and Terms will constitute the entire agreement ("Agreement"). All capitalized terms will have the meanings assigned to those terms in the Agreement. 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:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): Ted L. RoushTitle: Superintendent of SchoolsChairperson, Suwannee County School Board**Accepted by K12:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

1. **Period:** 8/28/2018 through 8/27/2019 and is not eligible for a renewal period.
2. **Territory:** Students served by Suwannee County School District, FL
3. For the Services and/or Products provided under this Order, Customer shall pay the following Fees:

## (a) Florida VIP Program Products and Services Fees

Product	Product Description	Unit Price
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
FTS Comprehensive K-8 Student License (6 Courses)	K-8 FTS Comprehensive Program for 6 courses per student.	\$2,500.00
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 (4 Courses)	K-8 FTS Comprehensive Program for 4 courses per student.	\$1,820.00
Training: Onsite Day	One day, one trainer onsite, serving up to 20* attendees. Same price for each subsequent day. Includes all FuelEd travel expenses for one trainer. *Some exceptions may apply due to program selected	\$2,500.00
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

**4. Description of Educational Products.**

**FuelEd Full-Time Comprehensive Program:** The FuelEd Full-Time Comprehensive Program includes three components: (1) Courses content with hosting service, (2) Materials (for K-8 courses), and (3) a suite of learning tools tailored to Client's needs. Instructional text or e-books, supplies and teaching tools (collectively, Materials) for K-8 students. Materials for Customers 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.

**Hosting Solution:** The set-up, configuration and hosting of the applicable courseware for the delivery of courses, solely for the provision of educational services to its students in the Territory enrolled in Customers educational programs.

Approved as to Form and Sufficiency  
BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk &amp; Caldwell, P.A.

Suwannee School Board Attorney -95-

**6. Billing Terms.**

Customer shall be invoiced for the Educational Products and Services ordered hereunder in accordance with the Terms, unless otherwise specified on this Order. Customer shall be invoiced quarterly and all invoices shall be payable Net 30 days from Customers receipt of invoice. FuelEd provides a 28 day grace period for students who enroll in courses or use instructional services. If a student withdraws from such course within 28 days from when the student enrolls, Customer will be refunded 50% of the applicable course or instruction fees, but only if such withdrawal was received in writing by fax or email before the grace period ended.

FuelEd Full-time School Comprehensive Program: FuelEd will invoice Customer for the components of the program as follows: (a) courses and educational tools and services will be billed quarterly (in the months of September, December, March, and June) with invoices payable in accordance with the Terms; (b) materials will be invoiced upon shipment.

FuelEd Full-Time School Material Refund Policy: 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 Fueled of the student's withdrawal from the course. No other refunds, credits or cancellations are allowed.

**7. 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.

## EXHIBIT 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 plan 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 provided a detailed curriculum plan in compliance with this requirement in the K12 Florida LLC Disclosure Requirements attached hereto as <u>Exhibit C</u> .  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 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.	§ 1002.45 (4)(d) F. S.

		<p><b>TERMINATION FOR CAUSE:</b> 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.</p> <p><b>TERMINATION DUE TO ANNUAL FEE INCREASE:</b> 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).</p>	
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: <a href="http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Nonsectarian-Policy-092915.pdf">http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Nonsectarian-Policy-092915.pdf</a>	§ 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: <a href="http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Anti-Discrimination-Policy-092915.pdf">http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Anti-Discrimination-Policy-092915.pdf</a>	§ 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 Florida-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 in 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.html">http://www.k12.com/Florida-DOE.html</a>	§ 1002.45 (2)(a)(3) F. S.
Teacher and Parent	Provides to parents and	K12 has detailed its Teacher and Parent Responsibilities and	§ 1002.45 (2)(a)(4)(a) –

Responsibilities and Teacher to Student Parent Interactions Policies	<p>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:</p> <ul style="list-style-type: none"> <li>a. How to contact the instructor via phone, e-mail, or online messaging tools.</li> <li>b. How to contact technical support via phone, e-mail, or online messaging tools.</li> <li>c. How to contact the administration office via phone, e-mail, or online messaging tools.</li> <li>d. Any requirement for regular contact with the instructor for the course and clear expectations for meeting the requirement.</li> </ul>	<p>Teacher to Student Parent Interactions Policies here:  <a href="http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Teacher-Parent-Responsibilities-and-Teacher-Student-Parent-Interactions-092915.pdf">http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy--K12-Florida-LLC-Teacher-Parent-Responsibilities-and-Teacher-Student-Parent-Interactions-092915.pdf</a></p>	(e) F. S.
Prior Experience	<p>"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"</p>	<p>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></p>	§ 1002.45 (2)(a)(5) F. S.
Accreditation	<p>"Is accredited by a regional accrediting association as defined by State Board of Education rule"</p>	<p>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 the K12 Florida LLC Disclosure Requirements attached hereto as <b>Exhibit C</b>.</p>	§ 1002.45 (2)(a)(6) F. S.
Curriculum Quality	<p>"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:</p> <ul style="list-style-type: none"> <li>a. Courses and programs that meet the standards of the International Association for K-12 Online Learning and the Southern Regional Education Board.</li> <li>b. Instructional content</li> </ul>	<p>K12 represents and warrants that it complies with these requirements. Additional details may be found here:  <a href="http://www.k12.com/Florida-DOE.html">http://www.k12.com/Florida-DOE.html</a></p>	§ 1002.45 (2)(a)(7) F. S.

	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"		
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 in the K12 Florida LLC Disclosure Requirements attached hereto as <u>Exhibit C</u> .	§ 1002.45 (2)(a)(8) F. S.
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: <a href="http://investors.k12.com">investors.k12.com</a>	§1002.45 (2)(a)(10) F. S.

## 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 in the K12 Florida LLC Disclosure Requirements attached hereto as <u>Exhibit C</u> .	§1002.45 (3)(a) F. S.
Student Proficiency	"Offer instruction that is designed to enable a student to gain proficiency	K12's program is designed to enable a student to gain proficiency in each virtually delivered course of study. Additional details can be found in the K12 Florida LLC Disclosure Requirements attached	§1002.45 (3)(b) F. S.



	in each virtually delivered course of study."	hereto as <b>Exhibit C</b> .	
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 lunches 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: 1. All equipment necessary for participants in the virtual instruction program, including, but not limited to, a computer, computer monitor, and 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."	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 Lunch Act. K12 is happy to provision to Customer any required materials at the prices in the above Order.	§1002.45 (3)(d) F. S.
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.

**d) Student Participation Requirements**

Florida law requires that students enrolled in a virtual instruction program meet certain participation requirements. K12 facilitates compliance with these requirements as discussed in detail below:

Requirement	Text	K12 Response	Statute Reference
Compulsory Attendance	"Comply with the compulsory attendance requirements of s. 1003.21. Student attendance must be verified by the school district."	K12's Attendance, Participation and Performance Policy details the process by which K12 will facilitate compliance with this requirement. Additional details may be found here: <a href="http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy-%20K12-Florida-LLC-Attendance-Participation-and-Performance-Policies-and-Procedures-093015.pdf">http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy-%20K12-Florida-LLC-Attendance-Participation-and-Performance-Policies-and-Procedures-093015.pdf</a>	§1002.45 (6)(a) F. S.
Assessment Location	"Take state assessment tests within the school district in which such student resides, which must provide the student with access to the district's testing facilities."	K12's State Testing Policies and Procedures detail the process by which K12 will facilitate compliance with this requirement. Additional details may be found here: <a href="http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy-K12-Florida-LLC-State-Testing-Policies-and-Procedures-092915.pdf">http://www.k12.com/content/dam/k12/sites/default/files/pdf/Policy-K12-Florida-LLC-State-Testing-Policies-and-Procedures-092915.pdf</a>	§1002.45 (6)(b) F. S.

**Section 2: Florida VIP Payment Terms**

- a) **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 withdrew 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 law.
- (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.

**Section 4: Program Monitoring**

The parties acknowledge that Customer shall regularly monitor the program and the provision of services under the program for compliance with Florida law and the terms of this Order. The scope of monitoring includes, but is not limited to, verifying the following: 1) that the curriculum plan is followed; 2) that students have met graduation requirements set forth in F.S. 1002.3105(5), 1003.4281, or 1003.4282 (if applicable); 3) that K12 maintain the confidentiality of all education records and the information contained within; 4) that K12 shall not disclose, unless allowed by applicable law or this Order, any education records without the prior written consent of the parent or Customer; and 5) that K12, to the extent required by this Order and Florida law, supplied every student participant with all instructional materials.

**EXHIBIT B****K12 Products and Services Agreement Terms**

**PERIOD:** The period of this Agreement is as specified in the Order ("Period").

**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. Notwithstanding anything contained in this Agreement, 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.

**ENGLISH LANGUAGE LEARNERS, SPECIAL EDUCATION, AND DISABILITIES:** If Customer is a public entity receiving federal Title III and/or Title I funds, Customer agrees that it is the Local Educational Agency responsible for the provision of English Language Learner education and special education. Although K12 or its Affiliates may provide products and services that may be used in furtherance of professional development programs and/or language instruction education programs for English Language Learners, Customer is responsible for the provision and/or implementation of any services of any nature as required by Title VI of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the English Language Acquisition, Language Enhancement, and Academic Achievement Act or any similar law, whether federal, state or local. 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. 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.

**INSURANCE.** K12 will, at its own expense, maintain commercial general liability insurance (including personal injury, advertising injury and contractual liability) with a minimum limit of liability of \$1,000,000 per occurrence and in the aggregate, professional liability insurance with a minimum limit of liability of \$500,000 per claim and in the aggregate, automobile insurance with a minimum limit of liability of \$1,000,000 combined single limit and workers' compensation insurance in the minimum

amounts required by statute. All policies other than the workers' compensation policy shall name Customer as an Additional Insured. K12 shall, upon execution of this Agreement and upon request of Customer, send a certificate of insurance to show that the policies are in full force and effect and set forth the limits of liability. K12 shall not cancel the insurance policies nor cause them to be cancelled.

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) Fuel Education LLC will provide all services, licenses and materials under this Agreement either directly or in conjunction with its Affiliates. An "Affiliate" of Fuel Education LLC is an entity that controls, is controlled by, or under common control with, Fuel Education 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. Fuel Education 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.

## EXHIBIT C

**K12 FLORIDA LLC DISCLOSURE REQUIREMENTS**  
**(Updated 2/27/2017)**

Section 1002.45, Florida Statutes., requires the Provider to publish, for the general public, and as part of this application and any subsequent applications or contracts with school districts, the following information:

**SOURCE OF ORIGIN OF CURRICULUM AND COURSE CONTENT**

• Information and data about the curriculum of each fulltime and part-time program. Please include, at minimum, the source or origin of curriculum and course content, specific research and best practice used in design, the basis for and frequency of revisions, research related to effectiveness of curriculum, evidence that content and assessments are accurate, free of bias, and accessible for students with disabilities and limited English proficiency, and National Collegiate Athletic Association (NCAA) approval status for each applicable high school course offered.

**K12 Florida LLC ("K12")**, currently authorized by the Florida Department of Education to participate with school districts in the Virtual Instruction Program as well as to provide virtual instruction services to virtual charter schools, is a wholly owned subsidiary of K12 Inc., the largest provider of individualized online education programs primarily for students in Kindergarten through High School in the U.S. K12 Inc. was founded in 2000 to utilize advances in technology to provide children with access to a high-quality public school education regardless of their geographic location or socioeconomic background. In the 2015-2016 school year, K12 Inc. and its subsidiaries served full-time students in public schools we managed in thirty-three states and the District of Columbia. We also served public school districts and schools in all 50 states through our Institutional Sales business, Fuel Education, providing curriculum, technology solutions, teachers, professional development and other support services customized to school and/or district needs.

K12 Inc. has developed and acquired curriculum and online learning platforms that promote mastery of core concepts and skills for students of all abilities using the K12 Inc. suite of services and instructional curriculum and courseware which we will collectively refer to as "K12" in this document (currently including K12, Fuel Ed Online Courses, Anywhere Learning System, and Middlebury Interactive Languages). K12 Inc. provides a continuum of technology-based educational products and solutions to virtual charter schools, public school districts, public schools, private schools, and families as we strive to transform the educational experience into one that delivers individualized education on a highly scalable basis. As an innovator in K-12 online education, we believe we have attained distinctive core competencies that allow us to meet the varied needs of our school customers and students and have shown academic success and achievement in the schools we serve.

**Curriculum and Course Content**

K12 Inc.'s academic program combines online technology with traditional instruction and materials. Instructional time occurs during synchronous sessions where the student (or groups of students) and the teacher are online together as well as asynchronous sessions when the student is working more independently online or offline. During synchronous sessions, the teacher may provide direct instruction in Class Connect sessions through a web-based conferencing platform such as Blackboard Collaborate. Students will attend classroom sessions by logging in on Blackboard Collaborate, using chat, an interactive whiteboard, Voice-Over IP (VOIP), and other features to further explore and discuss lesson topics synchronously with teachers and fellow students. Class Connect sessions will be offered in accordance to the student's Individualized Learning Plan (ILP). Student attendance requirements at Class Connect sessions will follow guidelines in the program handbooks and be based on individual student needs.

Students in grades Kindergarten through 12<sup>th</sup> grade receive the K12 course content, instruction, assignments, assessments, and supplemental materials online (Web-based lessons and assessments), as well as hands-on materials kits shipped directly to the student, including related books (textbooks, workbooks, reference books, and anthologies), DVDs, maps, and other hands-on activity materials (phonics kits, science experiments, art supplies, math manipulatives, musical instruments, etc.).

*Elementary/Middle School Core Curriculum*

From Kindergarten through 8<sup>th</sup> grade, K12 courses are categorized into seven major subject areas—language arts/English, math, science, history, art, music, and world languages—plus adaptive K–5 math courses and MARK12 adaptive reading remediation courses (see curriculum descriptions below). The proprietary elementary and middle school curriculum includes the courses that students need to complete their core kindergarten through eighth grade education, with more than 700 engaging lessons in each subject. These courses focus on developing fundamental skills and teaching the key knowledge building blocks or schemas that each student needs to master the major subject areas, meet state standards, and complete more advanced coursework. The curriculum is mastery-based, with assessments built into every lesson to ensure mastery and provide for remediation or enrichment where necessary.

Enhancements to the K12 K–8 curriculum include a variety of innovative games—from "xGerms Computational Fluency," which features colorful germ characters and a fun laboratory theme, to "Spell-n-Stack," an arcade-style spelling drill game. K12 has also launched mobile applications for the iPhone and iPod Touch, available as free downloads on iTunes. These apps include "K12 Money," which lets students solve math problems using currency, and "K12 Timed Reading Practice," which helps students calculate their reading pace in words per minute.

**LANGUAGE ARTS/ENGLISH:** K12 Language Arts/English helps students develop important reading and writing skills, while also inspiring a love of

literature. Combining phonics, literature, language skills, and spelling lessons, the Language Arts/English program emphasizes classic works, teaches writing as a process, and prepares students for standardized tests in the areas of language skills and reading comprehension. Younger children learn the basics of phonics and grammar and prepare for reading through systematic, multisensory activities, while older students develop literary analysis and comprehension skills by reading novels and nonfiction works. MARK12 Reading is a three-stage course for students reading two or more grades below grade level. The course gives students the opportunity to master missed concepts in a way that accelerates them through the remediation process.

**MATH:** K12's current elementary math program, known as Math Plus, represents a second generation of research and development into effective approaches in early mathematics teaching and learning. A high priority for elementary math instruction is to establish fluency in arithmetical computation, while deepening the ability to reason mathematically. To address that priority, the Math Plus program extends and improves upon the Math courses originally developed by K12 Inc. in the early 2000s.

K12's math courses emphasize an active, multisensory approach to ensure students' understanding of the concrete realities that underlie mathematical concepts. Regular practice and review ensure mastery of basic skills. Online games and animations motivate students and help illustrate concepts, while challenge problems help develop critical thinking skills. These research-based courses focus on computational fluency, conceptual understanding, and problem solving. The engaging approach features colorful graphics and animation, learning tools, and games; adaptive activities that help struggling students master concepts and skills before moving on; and more support for Learning Coaches to support their children to succeed. From helping younger students make the link between the concrete and the abstract, to introducing older students to Algebra, K12 math provides a thorough mathematic grounding. Math Plus provides supplemental online activities, timed facts practice at repetitive intervals based on research findings for retention of information, regular lesson assessments, and backup adaptive lessons for students needing extra practice, and optional enrichment problems for students who enjoy an extra challenge.

**SCIENCE:** The program balances hands-on experiments with systematic study of scientific terms and concepts. Students perform many experiments to help them understand scientific principles, and receive guided instruction in important scientific concepts. Exploring life, earth, and physical sciences in each grade, K12 science nurtures curiosity, analytical skills, and an appreciation of how the world is shaped by ongoing scientific and technological advances. Students learn about the human body, plants and animals, rocks and minerals, stars, matter, motion, electricity, magnetism, and much more. Through hands-on experiments, the program helps students develop skills of observation and analysis, and learn how scientists understand the world. Students receive the hands-on science experiments in kits shipped directly to them.

**HISTORY:** With integrated topics in geography and civics, K12 history opens young minds and imaginations to far-off lands, distant times, and diverse cultures. K12 emphasizes the story in history—a story that includes not only great men and women but also everyday people. The kindergarten history program takes students on a world tour of the seven continents, and provides an overview of American History through a series of biographies of famous Americans. The history program in grades 1 through 4 tells the story of civilization from the Stone Age to the Space Age, while students in grades 5 and up explore major themes and topics in greater depth through survey courses in American and world history. Lessons for state-specific history requirements are embedded throughout each grade-level History course. As required in Florida, a civics education course is offered as preparation to pass the Florida Civics EOC Assessment to be eligible for promotion from middle school.

**ART:** Following the timelines in the History lessons, K12 art lessons introduce students to great works of art from different cultures and eras, while engaging them in creative activity—painting, drawing, sculpting, and weaving—using materials such as oil pastels, crayons, molding clay, plaster, and yarn. Students are introduced to the elements of art—line, shape, color—and identify different types of artworks, such as portrait, landscape, and still life, as they learn about important paintings, sculpture, and architecture. They study the works of famous artists from Rembrandt to Warhol, and learn about different artistic movements such as Impressionism and Cubism. Students also create their own works of art similar to those they have learned about, such as mobiles, collages, and stained glass.

**MUSIC:** K12 music teaches basic music concepts at different age-appropriate levels, so that all students have a consistent understanding of the essential concepts governing music. The curriculum builds quickly, in a structured, sensible way. The concepts in the lessons are critical to fostering music comprehension, which is taught in stages as students move through their years at K12 Florida LLC. Much more than simple music appreciation, this approach helps students train their own ears, voices, and bodies in the fundamental building blocks of music.

**WORLD LANGUAGES:** One of the few online language-learning program designed specifically for students in the lower elementary grade levels, the K12 offering in world languages, Middlebury Interactive Languages, gives students a choice of world language courses and helps students read, write, speak, and listen for meaning in the language they choose to study. Combining a variety of games, simple narratives, and regular writing and speaking challenges, the world language program highlights common vocabulary terms and phrases, introducing younger students to a wide range of grammar patterns, while helping older students master numerous grammar principles. Courses prepare students to generate language incorporating the vocabulary and patterns they have learned.

In addition, culture lessons challenge younger students to recognize different cultural manifestations, while older students analyze and compare practices and perspectives of various cultures. Courses thoroughly meet all national standards as set forth by the American Council on the Teaching of Foreign Languages (ACTFL), and follow state guidelines in covering level-appropriate standards in communication, cultures, linguistic and cultural comparisons, and cross-curricular connections and engaging with target-language speaking communities.



*High School Curriculum*

High school students are offered a broad selection of courses to meet all graduation requirements, as well as a diversity of electives designed both to help students earn their high school diploma and find their own path to post-high school success—whether that is in college or in the workforce. Math, English, science, and history courses are offered in a range of levels, including Advanced Placement® (AP®), remediation, and credit recovery courses, to meet the needs of diverse learners (see curriculum descriptions below). For instance, Fuel Ed foundation courses help keep students on task and moving forward utilizing a “chunked” methodology to increase retention, as well as pre-recorded audio, pre-teaching of vocabulary, and, if needed, ELL support. High school students can take up to four years of a world language (depending on the language), and have a variety of physical education and art course options to choose from to fulfill graduation requirements. In addition, a variety of electives are provided. Unlike other programs where a student must be in a particular academic path, K12 allows students to chart their own course, choosing from among the levels of courses to match their aptitude and goals. For example, a student who excels in math and science may take all honors/AP courses in those subjects, while choosing from among the Comprehensive English and history courses. The multiple course levels prevent students from being “locked in” to one level of a particular subject, and account for natural progress and growth.

Many K12 science courses include interactive vLabs (virtual labs). These highly engaging, online experiments enable students to demonstrate the scientific method, test a hypothesis, witness various outcomes, and examine sources of error. Science vLabs can be used to reinforce concepts learned in hands-on labs or, when appropriate, supplement or replace certain onsite labs.

Many K12 textbooks, reference guides, literature anthologies, and lab manuals are also offered as online books (eBooks), and are optimized for use with mobile devices. Plus, K12 has launched new mobile applications for the iPhone and iPod Touch, available as free downloads on iTunes. These apps include “K12 Algebra I Study and Review” and “K12 Periodic Table”, which students can use to reinforce course concepts.

AP® courses are college-level courses that follow curriculum frameworks specified by the College Board. These courses are designed to prepare students for success on AP Exams, providing students the opportunity to earn credit at many of the nation’s colleges and universities. In SY2015–16, K12 offered 16 Advanced Placement courses that have been authorized by the College Board, officially approved through its audit process in July 2015. K12 re-evaluates and expands the catalog of AP courses in accordance with changing College Board guidelines, in addition to student and school requests.

**MATH:** K12 high school math balances mastery of fundamental skills with critical thinking and problem solving. The program emphasizes an active, research-based approach to ensure that each student understands the mathematical concepts and also is able to master critical skills. Each course has both online and offline components. Online exploration, narration, and interactive activities help students develop and hone understanding of key concepts and skills. Online lessons also include worked examples that provide guidance and scaffolding to help students make connections between the concepts and the skills. Some worked examples are narrated by experienced teachers, while others provide students with the ability to interact with a structured, partially completed problem.

The textbooks provide reference information, more worked examples, and robust, well-sequenced problem sets so students can learn by practicing. Each lesson also includes resources that help teachers and mentors support students. Formative assessments come in the form of computer-scored quizzes. Summative assessments include computer-scored as well as teacher-graded components with robust rubrics.

Many courses are available in various levels including core, comprehensive, honors, and AP. The traditional pathway includes Algebra I, Algebra II, and Geometry, while the integrated pathway has Integrated Mathematics I, II, and III. Both pathways prepare students for K12 Pre-Calculus or Probability and Statistics.

**ENGLISH:** K12 high school English courses are designed to engage students in reading quality literature, writing in diverse genres, and communicating ideas in a variety of media. All core, comprehensive, and honors courses offer students the opportunity to read short stories, novels, dramas, poetry, and nonfiction from classic and contemporary authors. AP courses are also available. Students demonstrate their mastery of literal and inferential comprehension and then progress to more complex tasks of literary analysis and interpretation. K12 English courses focus on the craft of writing and the development of oral and written communication skills in standard (formal) English through structured lessons in composition, with opportunities for teachers to provide frequent feedback so that students may revise and refine their work. By engaging in systematic practice in vocabulary; grammar, usage, and mechanics; and reading comprehension, students hone critical skills which are frequently found in standardized assessments.

**SCIENCE:** K12 offers a complete high school curriculum in science. The curriculum includes courses in physical science, biology, earth science, chemistry, physics, and environmental science. Most of these courses are offered at core, comprehensive, and honors levels, allowing students to select the level of rigor in keeping with their level of science achievement. AP courses are also available. All K12 science courses are academically rigorous, meeting and exceeding national and state science standards, and provide valid, continuing assessment of student work.

K12 science courses provide hands-on exploration; courses have the option to use real materials to conduct scientific laboratory investigations. Options exist to take these courses using virtual laboratories (vLabs) that reflect actual laboratory experience in a virtual setting. Throughout the sweep of K12 science courses, students become familiar with and practice using science processes and scientific methods. They develop skills in areas such as questioning, hypothesizing, collecting and analyzing data, and forming scientific conclusions. Each K12 science course prepares students for college science courses, not only by providing solid, scientifically accurate content but also by developing laboratory awareness and skills, and by firmly anchoring students in scientific principles.

**HISTORY:** K12 history emphasizes the narrative of history—a narrative that includes great men and women as well as everyday people, and the



governments, arts, belief systems, and technologies they have developed over time. The high school history courses meet state and national standards for content and skills and are offered at levels appropriate to the student's needs. Courses in world history, modern world history, United States history, and modern United States history combine stunning textbooks published by K12 with interactive online lessons that guide students' reading, reinforce major concepts, allow students to practice the skills of the historian, and enrich student learning through virtual field trips, discussion boards, and a variety of research and skills activities. Online lessons also integrate topics in geography, civics, and economics into the study of history. Economics and U.S. Government courses that emphasize the study of the concepts and processes of the national and international economic systems. This content should include, but not limited to currency, banking, and monetary policy, the fundamental concepts relevant to the major economic systems, the global market and economy, major economic theories and economists, the role and influence of the government and fiscal policies, economic measurements, tools, and methodology, financial and investment markets, and the business cycle.

**WORLD LANGUAGES:** K12 offers a selection of world languages for high school students that meet the graduation requirements for the 24 Credit Standard High School Diploma (electives) and the Scholar Designation Diploma (Foreign Language), as well as the 18 Credit College Prep Diploma (Foreign Language).

#### SPECIFIC RESEARCH AND BEST PRACTICES USED IN COURSE DESIGN

K12's curriculum and instructional design is based on research in the following areas:

- How students learn;
- The structure of expert knowledge in school subject areas;
- General instructional design principles, including research-based e-learning methods; and
- Methods for teaching specific topics and addressing possible misconceptions on those topics.

To insure that we draw on methods shown by scientific research to be effective in improving learning, K12 Inc. has teams reviewing and synthesizing cognitive science research and working with course development teams to implement it. The Assessment and Research team, which is guided by PhD-level cognitive science researchers and statisticians, also conducts original research on new teaching methods and tools in addition to studies of the effectiveness of their curricula. In addition to the cognitive science research that goes into K12 curricula, they also conduct evaluations of the assessment materials that are used to measure student performance as they move through the courses. The alignment between the cognitive research, measurement, and instructional strategies are targeted to insure best practice and student accessibility to K12 curricula.

K12 Inc. has documented how our courses are aligned to Florida online courses including alignment to the Florida Standards (Mathematics Florida Standards (MAFS), Language Arts Florida Standards (LAFS), and Florida Next Generation Sunshine State Standards (NGSSS)); the Common Core State Standards (CCSS); and the Next Generation Science Standards (NGSS). The K12 curriculum is also aligned to K12 Inc.'s mission and philosophy to equip every student with the academic and nonacademic foundations needed for any postsecondary opportunity they wish to pursue by utilizing research-based technology applications, meaningful teacher/student/parent involvement, and engaging, individualized learning based on:

- Careful work built on educational research to identify the "Big Ideas" of a subject area as well as the concepts that are stumbling blocks for many students
- Clear layout of the objectives to be mastered in each lesson, unit, and semester, crafted from educational research, the best state and national standards, and deep content expertise
- Easy-to-navigate online content, including summaries and reviews, with more time and effort spent on the hardest, most important topics and skills
- Engaging, interactive, media-rich content to illustrate and explain the toughest concepts in ways no static page (print or Web) could ever match
- Beautiful, printed and other hands-on materials complementing the online courses (in most cases actually built for the online course) so that the images, phrases, and organization of these references clearly reinforce the key concepts, explanations, and work done throughout the course
- Terrific offline experiences with labs, books, and writing designed to give sufficient practice in key skills that students must master, as well as challenging problems and assignments to develop each student's ability to apply what they've learned in new circumstances
- Clear assessment tools to measure mastery of lesson objectives, using both online and off-line tasks to carefully probe mastery. For any given lesson, the curriculum development team at K12 creates and assembles different learning components to satisfy the diverse needs of students in multiple learning environments. The team strategically chooses the appropriate interactive activities, printed material, assessment, video, laboratory, essay assignment, or hands-on exercise to provide a well-coordinated and purposeful learning experience. The mosaic of these individual components forms a lesson; related lessons are collected into units, and units into courses. Ultimately, all of the lesson components work together to create a rich educational experience that is unlike any other.

The K12 curriculum utilizes every medium and opportunity to advance students' learning by using a comprehensive, diverse, and innovative selection of materials, including books, protractors, seeds, clay—virtually any object that can aid the teaching process. K12 materials are intrinsically tied to the curricula because they are selected by the same experts and developers who design, write, and build the courses.

#### **BASIS FOR AND FREQUENCY OF REVISION**

K12 Inc. reviews course content on a regular basis to update and enhance course content, materials, instructions and assessments. Every student

and teacher benefits from courses including assessments that take advantage of the newest standards, proven instructional methods and the latest technology. Regardless of the reason, K12 Inc. is committed to maintain up-to-date, standards-based, fully aligned courses. K12 Inc. has an in-house product development team that stays in touch with changes and quickly acts to keep courses current.

Each year our content development group prepares a development plan for new courses and course enhancements based on emerging needs, client feedback, and input from teaching staff. State and national standards are subject to review and change for any given year due to real world contexts.

User feedback is reviewed daily and minor changes, called "maintenance", are made throughout the year based on the feedback. Feedback is a crucial part of the course development process and maintenance of the course.

#### RESEARCH RELATED TO EFFECTIVENESS OF CURRICULUM

K12 Inc., using the K12 suite of services and instructional curriculum and courseware has shown academic success and achievement in the schools it serves across the country.

• In 2013, AdvancED, a nonprofit nationwide accreditation agency for schools and school systems, renewed its five year quality assurance accreditation of K12 Inc. AdvancED is the world's largest education community. AdvancED was created through a 2006 merger of the PreK-12 divisions of the North Central Association (NCA) and the Southern Association of Colleges and Schools (SACS)—and expanded through the 2011 acquisition of the Northwest Accreditation Commission (NWAC). K12 Inc. is the largest national K-12 virtual school provider to be recognized by AdvancED.

AdvancED conducts rigorous, on-site external reviews of PreK-12 schools and school systems to ensure that all learners realize their full potential. AdvancED Education Service Agency (ESA) Accreditation is a systems approach to improving learner performance results over time. This Accreditation recognizes that increasing student achievement is more than improving instruction. It is a result of how effectively all the parts of the corporation - the leadership, schools, and classrooms served - work together to meet the needs of learners.

To earn and maintain Accreditation, K12 Inc. must:

- Meet quality standards set forth by AdvancED.
- Engage in a continuous process of improvement.
- Demonstrate quality assurance through internal (Self-Study) and external review (Quality Assurance Review).

In 2015, the Fuel Ed Instructional Services Team received a five year accreditation renewal from AdvancED to 2020. The original accreditation was awarded in 2010.

In 2007, K12 Inc. managed public schools graduated their first cohort of just 12 students. Since that time, more than 15,000 students have earned a high school diploma including more than 6000 students who graduated in 2014 from online and blended schools using the K12 education program. Students graduating from K12 Inc. powered virtual schools have enrolled in hundreds of higher education institutions. They can be found attending selective universities, schools of liberal arts, culinary arts, business, fine arts, and top technology and fashion institutes, among others. Graduates are also going into careers—in the military, apprenticeship programs, on the job training, or directly into the workforce.

#### K12's Suite of Curriculum Content and Assessment

Assessments are aligned with the course objectives and are written first in the development process using the "backward design" approach. Test items are made up of a mix of basic knowledge, application of that knowledge in context, and analysis, synthesis, and evaluation questions. Assessments are age- and course-appropriate, as well as free from bias. Varied performance-based assignments are embedded throughout the courses. For assessments that are not computer-graded, scoring rubrics are provided for all required assignments or assessments. Extensive use of test pools and randomized test questions with a variety of cognitive levels build academic integrity in the assessments. Question pools and randomization also ensure that students taking the course at the same time are not being presented with the same exam. Semester examinations assess students' overall mastery of the content.

K12 content specialists are highly qualified and credentialed (information current as of February 2017):

Director of Mathematics: Kelly Engel

B.S., Colgate University, 2004

M.Ed., Boston College, 2005

Director of Science: Daniel H. Franck

B.A., Humboldt State University, 1969

Ph.D., University of California, Berkeley, 1973

Director of History/Social Studies: MaryLynne Filmon

B.A., University of Notre Dame

M.Ed., Vanderbilt University

Director of English Language Arts: Kristen Kinney

B.S., State University of New York, Geneseo, 1995

M.S., Nazareth College, 2000

Ed.D., The George Washington University, 2010.

The Scope and Sequence for every course offered by K12 maps to appropriate state and national standards. In addition, K12 course developers maintain direct awareness of guidelines, recommendations, and best practices provided by the following national and international organizations.

- American Association for Applied Linguistics (AAAL)
- American Association for the Advancement of Science (AAAS)
- American Association of Teachers of French (AATF)
- American Association of Teachers of German (AATG)
- American Association of Teachers of Spanish and Portuguese (AATSP)
- American Classical League (ACL)
- American Council on the Teaching of Foreign Languages (ACTFL)
- American Diploma Project from Achieve.org (ADP/Achieve.org)
- American Philological Association (APA)
- Common Core State Standards (CCSS)
- Common European Framework of Reference for Languages (CEFR)
- Center for Civic Education
- Chinese Language Teachers' Association (CLTA)
- Council for Economic Education (CEE)
- International Dyslexia Association (IAD)
- International Language Roundtable (ILR)
- International Language Testing Association (ILTA)
- International Association for K-12 Online Learning (iNACOL)
- International Reading Association (IRA)
- Mid Continent Research for Education and Learning (McREL)
- National Art Education Association (NAEA)
- National Academy of Sciences (NAS)
- National Association for the Education of Young Children (NAEYC)
- National Geographic National Mathematics Advisory Panel Final Report 2008: Foundations for Success
- National Council for History Education (NCHE)
- National Center for History in the Schools (NCHS)
- National Council for the Social Studies (NCSS)
- National Council of Teachers of English (NCTE)
- National Council of Teachers of Mathematics (NCTM)
- National Educational Technology Standards from the International Society for Technology in Education (NETS/ISTE)
- National Institute of Child Health and Human Development (NICHD)
- National Reading Panel (NRP)
- National Research Council (NRC)
- National Science Teachers Association (NSTA)
- Next Generation Science Standards (NGSS)
- Partnership for 21st Century Learning (P21)
- Partnership for Assessment of Readiness for College and Careers (PARCC)
- President's Council on Physical Fitness and Sports and The President's Challenge
- Society of Health and Physical Educators (SHAPE)

#### **EVIDENCE THAT CONTENT IS FREE OF BIAS AND ACCESSIBLE FOR STUDENTS WITH DISABILITIES AND LIMITED ENGLISH PROFICIENCY**

Bias is prevented in both content and assessments by rigorous training of Content Specialists, Writers, Instructional Designers, Visual Designers, and Editors. The K12 Inc. Style Guidelines devote a section to how to guard against demographic, geographic, political, racial and intellectual bias. Here is our policy statement on the issue:

##### ***Multiculturalism and the K12 Curriculum within the American and Global Contexts***

The motto on the Great Seal of the United States—*E pluribus unum* ("out of many, one")—affirms the bold ambition of our country to forge a unified nation out of a wide diversity of backgrounds and beliefs. At K12 Inc., we believe that students should understand and value both the *pluribus* and the *unum*—that they should learn about both the cultural diversity that distinguishes our nation and the common inheritance that unites us as Americans.

*The vision for K12 Inc. announced in 2007 placed that unifying American inheritance, which remains at the core of our curriculum, within a more global context*

*Our Vision: To provide any child access to exceptional and meaningful curriculum and tools that enables him or her to maximize his or her success in*

life regardless of geographic, financial, or demographic circumstance. The ideals of the italicized words were realized in 2008 through the creation of the K12 Inc. International Academy, now serving students around the world.

To help our students grasp the common American inheritance within its global context, K12 Inc. is committed to developing a curriculum that is multicultural, pluralistic, and inclusive—a curriculum that seeks to weave many and diverse strands into the educational tapestry. Through this curriculum, we seek not only to educate students who are academically well prepared but also to develop students who

- Understand the characteristics and contributions of American culture and cultures throughout the world.
- Understand that societies reflect contributions from many cultures.
- Develop attitudes of mutual acceptance and respect for others, regardless of heritage, background, gender, disability, or social status.

To achieve these goals, we feel it is important to broaden students' knowledge of the world beyond themselves; reach beyond the particularities of their immediate situation and singular heritage; and open their mind and imagination to a diverse range of people, cultures, ideas, and achievements. Mutual respect and understanding begin when one can transcend provincial limitations and see oneself as part of both an interdependent global community and a larger historical process.

### **Accessibility for Students with Disabilities and Limited English Proficiency**

Since 2001, K12 Inc. has served students with disabilities. In the SY2015-2016 about 13.7% of students attending K12 Inc. virtual academies which are responsible for providing special education services are students with exceptionalities, including students with specific learning disabilities, speech/language or other health impaired, Autism, emotionally disturbed, cognitive disability, orthopedically impaired, multiple disabilities, hearing impaired, visually impaired, and traumatic brain injury. Students with disabilities are served in accordance with federal and state regulations including Section 504 of the Rehabilitation Act of 1973 (and amendments thereto, at 29 USC Section 794 et seq. and its implementing regulations at 34 CFR Section 104), and the Individuals with Disabilities Educational Act ("IDEA" at 10 USC Section 14010 et seq. and its implementing regulations at 34 CFR section 300). A free and appropriate education is provided to such students in accordance with their Individualized Education Programs (IEPs), as required by the IDEA, and 504 plans as required by Section 504 of the Rehabilitation Act and the most recent, Americans with Disabilities Amendment Act (ADAA).

To meet the needs of exceptional learners, our K12 virtual education courses are accessible, meaning exceptional learners can physically access the information and learning resources as effectively as students not identified as exceptional. Our courses are also supportive, meaning the exceptional learner finds support built into the course design, materials, and learning activities that minimize the negative impact of the student's learning weaknesses and maximize the use of their learning strengths. Students enrolled in virtual charter schools and district virtual instruction programs served by K12 Florida LLC ("K12") are provided with accessibility to all coursework in accordance with their Individualized Education Programs (IEPs) through resources (from K12 and/or the school district, as applicable) tailored to each student's individual abilities and needs, including assistive technologies and individualized support.

K12 curriculum provides students with:

- Multiple means of representation so that learners have various options for acquiring information
- Multiple means of expression so that learners have alternative ways to show that learning has occurred
- Multiple means of engagement to increase motivation and tap into students' interests

#### *Multiple Means of Representation*

- Content presented in video, audio, slide show and other
- Reading materials at multiple difficulty levels
- Reading materials with supportive resources
- Presentations at variable complexity levels
- Graphic representations such as concept maps and graphic organizers
- Illustrative representations such as diagrams and simulations

#### *Multiple Means of Expression*

- Alternative forms of text input and other augmentative communication tools
- Media-based assignments: drawings, maps, diagrams, videos, slideshows, web pages
- Reduced text assignments: outlines, concept maps, tables, graphs, hands-on activities
- Supportive tools: spelling and grammar checkers, drawing programs, outliners
- Social networking options: online chat, instant messaging
- Shared writing and peer editing

#### *Multiple Means of Engagement*

- Role-playing
- Online chat
- Threaded discussions
- Brainstorming activities
- Team inquiry projects

- *Online experiments*

Web-based content in K12 courses are made accessible to students with disabilities by incorporating:

- Digital books, text-to-speech software, large print text, graphic images, or manipulatives
- Response accommodations such as a word processor with voice recognition, graphic organizers, or the use of a dictionary or thesaurus.
- Technologies such as screen reader software, screen magnifiers, word prediction software, audio books or other more traditional technologies and supports.
- Scheduling accommodations such as extended due dates, shorter periods of work time, or assignments presented in small chunks (Beech, 2012)

### **Accessibility for Students with Limited English Proficiency**

The K12 courseware lends itself to providing age- and grade- appropriate content for English Language Learners. ELL students will receive comprehensive instruction for the core curriculum to ensure progress that is comparable to that of native English speakers.

The flexibility of the curriculum allows sheltered instruction and mainstream/inclusion delivery models to be integrated so that ELL students are provided with equal access to the same scope and sequence as the instruction provided to the non-ELL students at the same grade levels, while providing specific accommodations.

In the sheltered instructional model, students are “sheltered” in the sense that they do not compete with fluent speakers of English. Teachers adjust the level of instruction to ensure that students understand the grade level curriculum. This type of instruction enables ELLs to become proficient in English and facilitates the acquisition of academic language necessary to succeed in content area classrooms. In the mainstream inclusion model, ELL students receive instruction with ESOL strategies during the synchronous sessions with non-ELL students.

The curriculum will enable students in the ESOL program to meet the same curriculum standards as non-ELL students in English/Language Arts and content area instruction. A program of ESOL instruction will be implemented according to the student’s individual needs based on their ILP and ELL plan, and will be delivered by teachers with appropriate certification and/or endorsement. Instruction will be designed to develop the student’s mastery of the four language skills, including listening, speaking, reading, and writing, as rapidly as possible. In addition to providing ESOL instruction, virtual charter schools and district virtual instruction programs served by K12 will also ensure that teachers are implementing ESOL strategies in mathematics, science, social studies, and other courses on the student’s schedule following state guidelines.

In addition to the core curriculum, general ESOL instructional strategies will:

- Provide a learning environment that provides a sense of comfort
- Establish a daily routine for the student
- Use as many of the senses as possible to present information to students
- Provide ESOL students guidelines for written work
- Provide alternative instruction when appropriate
- Arrange small discussion and talking activities that permit students to practice verbal skills
- Utilize oral techniques
- Utilize graphic organizers such as webbing and semantic maps
- Modify lesson objectives according to the language level of the ELL student
- Use manipulatives to help students visualize the math concepts
- Allow students to use computational aids such as number lines, abacus, counters and computation charts
- Teach math concepts and computation procedures through games and kinesthetic activities
- Give practice in reading word problems by identifying the key words to determine the operation needed to solve the problem
- Utilize the cooperative learning approach in which the student is given the opportunity for peer instructions

### **NATIONAL COLLEGIATE ATHLETIC ASSOCIATION (NCAA) COURSE APPROVAL**

Since its inception, K12 Inc. has been committed to creating thoroughly researched, high quality curriculum that is aligned to state and national standards. The National Collegiate Athletic Association (NCAA) has traditionally found K12 courses as meeting the requirements for establishing the initial-eligibility certification status for high school student-athletes wishing to compete in college. Course eligibility is dependent on each school’s delivery model based on their compliance with NCAA non-traditional legislation by applying as a Non-traditional Program. Additional information can be found at:

[http://fs.ncaa.org/Docs/eligibility\\_center/OVN/New\\_School\\_Review\\_Tutorial.pdf](http://fs.ncaa.org/Docs/eligibility_center/OVN/New_School_Review_Tutorial.pdf)

### **POLICIES AND PROCEDURES**

We have provided 8 documents that collectively address the requested policies and procedures for district virtual instruction programs (including the Florida Learning Coach Success Guide). It is important to note that there are also varying individual district policies and procedures related to the list of topics to be addressed in this question that K12 must conform to for district virtual instruction programs we serve. Often times we are asked to follow

the district's policy regarding enrollment process, etc. and the district informs us as to how and what to communicate to students and families for items such as state testing, student handbook, etc. Information about those unique district policies and procedures can be found on K12's *All Participating Schools in Florida* website <http://www.k12.com/participating-schools.html?state=florida>

One policy/procedures handbook could not address the separate and myriad district policies and procedures that we actually operate under. Policies and procedures related to the following topics for K12 provides virtual instruction services to (non-sectarian, anti-discrimination, teacher responsibilities, parental responsibilities, teacher-student interaction, teacher-parent interaction, academic integrity, student eligibility, state assessment requirements, attendance and participation requirements) can be found by clicking on the link on the disclosure website <http://www.k12.com/Florida-DOE.html> which will take visitors to the K12 Virtual Instruction Provider Information and the following documents and others:

- [Academic Integrity Policies and Parental Supervision](#)
- [Anti-Discrimination Policy](#)
- [Attendance Participation and Performance Policy](#)
- [Nonsectarian Policy](#)
- [State Testing Policies and Procedures](#)
- [Student Admission and Enrollment Eligibility and Requirements](#)
- [Teacher and Parent Responsibilities and Teacher to Student and Parent Interactions](#)
- [Florida Learning Coach Success Guide](#).

#### **CERTIFICATION STATUS AND PHYSICAL LOCATION OF STAFF**

The certification status and physical location (state of residence) of all administrative and instructional personnel employed in district virtual instruction programs served by K12 at the time of this application are found on the disclosure website [www.k12.com](http://www.k12.com) in the document "Fuel Ed Instructional and Administrative Staff List".

#### **HOURS AND AVAILABILITY OF INSTRUCTIONAL PERSONNEL**

Individual teachers are available during the traditional school day and will set appointments to meet with parents and/or students outside of the traditional day when necessary. From Monday – Friday, teachers are expected to respond to communications within 24 hours and grade assignments within 72 hours. Customer Support specialists are available Monday – Friday 8:00 AM – Midnight ET and Saturday – Sunday Noon – 8:00 PM ET.

#### **AVERAGE STUDENT TEACHER RATIOS AND TEACHER LOADS**

K12 takes into account the needs of the individual students, families, schools, and teachers in assigning teacher loads. An average teacher load for elementary grades K-3 full-time core courses is 65; grades K-3 part-time core courses (0.5 teacher) is 35; average teacher load for K-3 full time electives is 250, and K-3 part time (.5) electives is 125. For the grade level band of 4-8 the average teacher load is calculated taking into consideration the 4-5th grade average teacher load and the 6-8th grade average teacher load. The grades 4-5 average teacher load mirrors the grades K-3 average teacher load, and the grades 6-8 average teacher load mirrors the grades 9-12 average teacher load. As such, the average teacher load for grades 4-8 full-time core courses is 132; grades 4-8 part-time core courses (0.5 teacher) is 67; average teacher load for grades 4-8 full time electives load is 250, and grades 4-8 part time (.5) electives is 125. An average teacher load for grades 9-12 full-time core courses is 200; grades 9-12 part-time core courses (0.5 teacher) is 100 ; average grades 9-12 full time electives load is 250, and grades 9-12 part time (.5) electives is 125.

Students in the online environment are not divided up into class periods, and as such student-teacher ratios in this environment are complex to calculate. Teachers most often work with students in a 1:1 ratio to review course content, provide individualized feedback or deliver instructional support. Teachers may also work in small groups with students in a 5:1 or 10:1 or 25:1 setting for support or direct instruction. Other interactions or class meetings can be up to 200:1 if the full class is invited to a synchronous session. The student teacher ratio is fluid based on the nature of the student-teacher interaction. Using the average teacher loads, and considering a typical brick and mortar school day of 6 periods for grades 6-12 and electives (with grades K-3 not divided into class periods), the average student-teacher ratios can be calculated as follows: grades K-3 full time core courses 65:1; grades K-3 part time core courses 35:1; grades K-3 grades full time electives 42:1; grades K-3 part time electives 21:1; grades 4-8 full time core 22:1; grades 4-8 part time core 11:1; grades 4-8 full time electives 42:1; grades 4-8 part time electives 21:1; grades 9-12 full time core 33:1; grades 9-12 part time core 17:1; grades 9-12 full time electives 42:1; and grades 9-12 part time electives 21:1.

#### **STUDENT COMPLETIONS AND PROMOTIONS**

##### **Completion and Promotion in District Virtual Instruction Programs**

District virtual instruction programs served by K12 had a completion rate of 94.67% for the 2012-2013 school year, 94.26% for the 2013–2014 school year, and 95.93% for the 2014-2015 school year. Completion rates include all students who were enrolled for more than 14 calendar days in a course.

In the grades K-8 district virtual instruction programs, student completion rates are the same as the successful completion rates and student promotion rates. However, in high school a student is not necessarily retained due to a failed course, but will be considered a successful completer for only courses they pass. For example, if they passed Algebra in semester one, but not in semester 2, the student would be considered a successful completer for only semester 1 of Algebra.

Percent of Subgroup Completions and Promotions by School Year			
	% of Completions/ Promotions in SY13 -14	% of Completions/ Promotions in SY14 - 15	% of Completions/ Promotions in SY15 -16
English Language Learner	94 %	94%	87%
Free and Reduced Price Lunch	95%	92%	91%
Special Education	88%	90%	91%
504 Plan	93%	94%	75%
ESL Program	94%	94%	100%
Gifted or Talented	94%	95%	100%

School Year 2013 - 2014 Completions and Promotions for Ethnic Subgroups			
Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/ Promotion Rate
African-American or Black	63	66	95%
American Indian or Alaska Native	11	11	100%
Asian or Pacific Islander	11	13	84%
Hispanic or Latino	87	98	88%
Multi-racial	64	67	95%
Other/Undefined/Declined to State	91	98	92%
White or Caucasian	461	483	95%
<b>Overall Completions/Promotions</b>	<b>788</b>	<b>836</b>	<b>94%</b>

School Year 2014 - 2015 Completions and Promotions for Ethnic Subgroups			
Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/ Promotion Rate
African-American or Black	70	76	92%
American Indian or Alaska Native	4	4	100%
Asian or Pacific Islander	14	14	100%
Hispanic or Latino	94	97	96%
Multi-racial	28	28	100%
Other/Undefined/Declined to State	43	43	100%
White or Caucasian	336	352	95%
<b>Overall Completions/Promotions</b>	<b>589</b>	<b>614</b>	<b>95%</b>

School Year 2015 - 2016 Completions and Promotions for Ethnic Subgroups			
Ethnic Subgroups	# of Students that Completed Coursework and were Promoted	Total # of Students Participating	Completion/ Promotion Rate
African-American or Black	131	142	92%
American Indian or Alaska Native	3	6	50%
Asian or Pacific Islander	24	25	96%
Hispanic or Latino	195	200	98%
Multi-racial	12	14	86%
Other/Undefined/Declined to State	117	131	89%
White or Caucasian	481	526	91%
<b>Overall Completions/Promotions</b>	<b>963</b>	<b>1044</b>	<b>92%</b>

#### SCHOOL PERFORMANCE ACCOUNTABILITY OUTCOMES

##### District Virtual Instruction Programs

For the district virtual instruction programs served by K12 Florida LLC ("K12"), K12 does not have access to FCAT 2.0 scores or to demographic information about the students who participate in K12 courses outside of a Florida Virtual Academy

##### TEACHER EVALUATIONS

At least 30% of the performance objectives weight in K12 teacher evaluations is based on student performance.

The average percent of K12 teachers in previous years with effective or highly effective evaluations is 80%.

### **SCHOOL GRADES**

Under the highly successful instructional model of Florida Virtual Academy which operated as a pilot program under the Florida Department of Education from 2003 to 2008, K12 Florida LLC ("K12") was hired by the Florida Department of Education to use its instructional, management, and operational models as well as its curriculum and systems to design and launch the program. In 2005, the first year K12 earned a school grade as Florida Virtual Academy, the school celebrated a "B" with 400 points—just 10 points from earning an "A." From school year 2006-2007 (with the addition of the Science Proficiency and Math Lowest 25% Learning Gains components) to school year 2008-2009, the Florida Virtual Academy earned an "A". In 2009- 2010, the first year of the District Virtual Instruction Programs powered by K12, we celebrated an "A", with 89% of the students tested demonstrating high standards in reading. In the 2010-2011 school year, K12 earned a "B", which was appealed due to missing scores. In 2011-2012, K12 earned a "C" which K12 appealed based on questions of accuracy of the data used to determine the grade. FLDOE acknowledged the issues raised about the data in their vendor grade appeal response. In the 2012-2013 school year, FLDOE brought about many changes to the State's grading system including a writing proficiency increase from 3.0 to 3.5 and increased student performance expectations for FCAT 2.0 Reading and Mathematics. Like most schools in Florida, K12's school grade dropped to a "D" which was subsequently corrected in 2013-2014 in which K12 earned a "C". In 2014-2015, Senate Bill 1642 was passed, refocusing the school grading formula on student success measures which delivered multiple changes in the FL Accountability System. The state also released the new testing platform. Although these changes yielded a no fault year, K12 earned a school grade of "C". In 2015-2016, the school grade for K12 increased to a "B". K12 continues to be a "qualified" VIP Provider based on the most recent Florida school grades release and Section 1002.45(8), F.S.

### **DROPOUT AND GRADUATION RATES**

#### *Dropout Rates*

#### **District Virtual Instruction Programs**

K12 continues to work with our district partners as part of the District Virtual Instruction Programs to collect and track student data. Dropout rates are not currently tracked by K12. As the provider of the Virtual Instruction Program, access to this information is not available.

#### *Graduation Rates*

#### **District Virtual Instruction Programs**

K12 continues to work with our district partners as part of the district virtual instruction programs to collect and track student data. The data below indicates the graduation rates based on full time students enrolled in the district virtual instruction program, where K12 received confirmation from the district that students graduated at the end of the school year.

- SY 2012-2013 61% Graduation rate
- SY 2013-2014 95% Graduation rate
- SY 2014-2015 81% Graduation rate
- SY 2015-2016 96% Graduation rate

### **DICLOSURE WEBSITE**

Provide the link(s) to where this required disclosure information is prominently displayed on your website and the information is up to date:  
<http://www.k12.com/florida-DOE.html>



## **AGREEMENT FOR EDUCATIONAL STAFFING**

**THIS AGREEMENT**, dated August 28, 2018, is between Kelly Services, Inc., a Delaware corporation authorized to transact business in Florida, 999 West Big Beaver Road, Troy, Michigan 48084, FEIN 38-1510762 ("Kelly"), and the Suwannee County School Board, FL, with its principal offices located at 1729 Walker Avenue, SW Suite 200, Live Oak, FL 32064 ("Customer").

### **Background**

- A. The Customer properly issued a Request for Information Notification RFI No. 05-14/TW – Substitute Teaching Employment Services dated March 14, 2014 (the "RFI"), to which Kelly submitted a proposal, and then Customer properly issued an Invitation to Negotiate (ITN No. 6-14/TW) for Substitute Teaching Employment Services for Pre-K through 12<sup>th</sup> grade on an as-needed basis (the "education-related services") to which Kelly was invited to negotiate;
- B. Based on the foregoing, the parties negotiated mutually agreeable terms as set forth herein.
- C. The Recitals above are incorporated by reference into the Agreement below.
- D. Now therefore, in consideration of the mutual undertakings of the parties set forth in this Agreement and of other valuable considerations, the receipt and sufficiency of which the parties acknowledge, Kelly and the Customer agree as follows.

### **1) DESCRIPTION, LOCATION AND PRICING OF SERVICES**

Kelly will assign to the Customer Kelly temporary employees ("Assigned Employees"), through its service line, Kelly Educational Services, to provide education-related services, under the Customer's operational supervision, at the location(s) and for the pricing (and other related costs) described in Exhibit A attached hereto and incorporated herein by this reference (the "Services"). Additional services, if any, may be found in Exhibit C, the Statement of Work. Customer will be permitted to use the Exhibit in connection with its business operations, responses to public records requests, and other uses as required by law. If any services, functions or responsibilities not specifically described in this agreement are necessary for the proper performance and provision of the Services to the same extent and in the same manner as if specifically described herein.

### **2) KELLY GUARANTEE**

Kelly guarantees that the Assigned Employees it places with the Customer will satisfactorily perform the services ordered by Customer. If not, Kelly will cancel charges for unsatisfactory services and furnish a replacement as soon as possible when the Customer has provided notice of its dissatisfaction within the first 16 working hours of an Assigned Employee's assignment. If Kelly receives notice after an Assigned Employee's first 16 working hours, Kelly will furnish a replacement as soon as possible, but not cancel the charges for the unsatisfactory services rendered prior to the Customer providing notice.

### **3) KELLY'S RESPONSIBILITIES**

As the provider of staffing services, Kelly will be the employer of Assigned Employees, and will be responsible for the staffing services listed below.

- (a) Recruit, select, and hire Assigned Employees (including assuring that all Assigned Employees have submitted a background check, in a manner prescribed by Customer as required by section 1012.465, Florida Statutes, it being understood that failure to comply with this provision shall be cause for immediate termination of this Agreement.)
- (b) Place Assigned Employees according to Customer's requirements;
- (c) Pay Assigned Employees their wages and provide them the benefits that Kelly offers to them as Kelly employees;
- (d) Pay or withhold payroll taxes (e.g., FICA) and insurance premiums (e.g., Medicare) and fulfill its obligations for unemployment compensation (e.g., FUTA, SUTA);
- (e) Provide workers' compensation benefits and coverage for Assigned Employees;
- (f) Maintain Assigned Employees' personnel and payroll records related to their employment by Kelly;
- (g) Comply with laws, rules or regulations applicable to providers of staffing services;
- (h) Require Assigned Employees to agree in writing to protect the confidentiality of Customer's proprietary information;

- (i) Require Assigned Employees to execute agreements that Customer requests with regard to intellectual property developed by them in performance of their work for Customer;
- (j) Require Assigned Employees to acknowledge in writing that they have no right to participate in Customer's employee benefit plans;
- (k) Require Assigned Employees to comply with all rules and policies of Customer (e.g., those relating to premises access and security); and
- (l) Make legally required employment law disclosures to Assigned Employees
- (m) Satisfying its obligations under the Immigration and Reform Control Act, and the state and federal laws regarding equal employment opportunity, and occupational safety and health;
- (n) Offering the Hepatitis B vaccine upon employment to temporary employees whose job duties will involve a reasonable risk of exposure to bloodborne pathogens, providing such employees with general training relation to bloodborne pathogens and the universal precautions, and maintaining records required by OSHA regarding such training only, Kelly's offering of the Hepatitis B vaccine, and exposure incidents and post-exposure treatment.
- (o) Not engaging subcontractors to provide temporary employees;
- (p) Kelly will be the employer of temporary employees, and shall not by reason of their assignment to Customer through Kelly become employees of Customer.

#### **4) CUSTOMER'S RESPONSIBILITIES**

As the recipient of Kelly's temporary staffing services, the Customer will be responsible for controlling the environment in which Assigned Employees perform their work, the details of their work, and, teaching board-approved curriculum and approved lesson plans (if applicable) The Customer also will:

- (a) Provide Assigned Employees with a safe and suitable workplace, including all required site-specific training related to the chemical, physical and biological hazards in the workplace, emergency procedures, school rules and protocols, policies and procedures regarding student disciplinary actions, and the confidentiality of student records and information;
- (b) Provide Kelly with prompt notice of any injury suffered by an Assigned Employee;
- (c) Use Assigned Employees only in assignments that match the job descriptions for which Kelly places them, and will not give duties to an Assigned Employees that the Assigned Employee must perform outside of Customer's premises;
- (d) Notify Kelly when Assigned Employees are required to use Customer's timekeeping system;
- (e) Provide adequate internal controls, supervision, and instructions for Assigned Employees;
- (f) As to claims arising from the conduct of the Assigned Employees when they are required to handle keys, cash, confidential information and records of students and the Customer's regular employees, Customer agrees not to assert any claims against Kelly. Customer reserves the right to take action against any Assigned Employee for mishandling keys, cash or confidential information.;
- (g) As to claims arising from the use of any vehicle Customer owned or controlled machinery and equipment used by Assigned Employees in connection with their assignment (except for workers' compensation claims), Customer agrees not to assert any claims against Kelly. Customer reserves the right to take action against any Assigned Employee for the use of any Customer owned vehicle or controlled machinery and equipment used by Assigned Employees in connection with their assignment.;
- (h) Ensure that the Assigned Employees do not have sole custody of a single student, be solely responsible for supervising more than one classroom of students at a time, or administer or maintain custody of any student medications.
- (i) Provide Kelly with prompt, written notice of any concern or complaint about the conduct of an Assigned Employee by the end of the same day that it learns of the concern or complaint, and permit Kelly to actively participate in Customer's investigation of such a concern or complaint;
- (j) Assume responsibility for the conduct of its own officers, employees, and agents; and Comply with duties imposed on it by law, rule, or regulation.
- (k) Providing a suitable workplace for personnel supplied by Kelly which complies with all applicable safety and health standards and legislation including the obligations related to OSHA Bloodborne Pathogens Standard for Health Care Workers;

- (l) Providing evaluation and treatment for bodily fluid exposure, and maintaining and providing to Kelly all records regarding exposure incidents, post-exposure evaluation and treatment at Kelly's expense;
- (m) Providing personnel supplied by Kelly with all necessary site-specific information, training, personal protective equipment and materials regarding 1) hazardous substances in the workplace, and 2) the use of universal environmental safety protocols;
- (n) Ensuring temporary employees are only floated to educational settings including Communication Social Skills Classes (Autism), Physically Impaired Classes, or assigned to support a specific student with disabilities;
- (o) Orienting temporary employees to the facility and its rules and regulations and to acquaint them with the facility policies and procedures, including dress code and physical layout and equipment;
- (p) Cooperating in an evaluation of each temporary employee relative to such employee's ability to perform specific job functions upon completion of employee's assignment. Notwithstanding the foregoing, Kelly shall remain solely responsible for evaluation and assessment of its employees and the Customer in no way assumes liability for such evaluation; and
- (q) Notifying Kelly within forty-eight (48) hours of the event, any competency issues, incidents, and/or complaints related to the temporary employee and/or Kelly. Customer agrees to initiate communication with Kelly whenever an incident/injury report related to temporary employee is completed. Upon notification, Kelly shall document and track all unexpected incidents, including errors, sentinel events and other events, injuries, and safety hazards related to the care and services provided.

## **5) BBP TESTING**

Kelly and Customer agree that if a blood / bodily fluid exposure incident occurs that exposes a temporary employee to another person's (source person's) blood / bodily fluid(s), and the HBV, HCV, and/or HIV-infection status of the source person is unknown, procedures that comport with applicable state and local laws will be followed for both requesting that the source person to be tested and for testing the source person, including obtaining the source person's informed consent. Notwithstanding the foregoing, if the source person is a student of the customer, the requirement to test the source person and obtain his/her informed consent shall not apply. Customer will bear the expense of testing the source person. Any temporary employee who has been exposed to HBV, HCV, or HIV as a result of the exposure incident will be referred for appropriate counseling and treatment. Infection status of the source person and other medical information concerning the source person shall be treated as confidential information.

## **6) REPRESENTATIONS**

- (a) Kelly Represents and warrants that:
  - i) It is duly organized, validly existing and in good standing under the laws of the state of its organization;
  - ii) It is authorized and in good standing to conduct business in the state of Florida;
  - iii) It has all necessary power and has received all necessary approvals to execute and perform its obligations in the Agreement; and
  - iv) The individual executing the Agreement on behalf of Kelly is authorized to do so.
- (b) The Customer represents and warrants that:
  - i) Its actions under this Agreement do not violate its obligations under any agreement that Customer has with any labor union;
  - ii) Kelly's responsibilities listed in this Agreement regarding screening, the payment of wages, and the provision of benefits to the Assigned Employees do not violate a policy or practice of the Customer;
  - iii) The Customer has disclosed to Kelly all screening requirements that Customer would use for the positions covered by this Agreement if the Customer were directly employing individuals in such positions;
  - iv) The Customer has the right, power, and any requisite authorization to enter into this Agreement;

- v) The Customer has satisfied any applicable procedural requirements necessary for it to be authorized to enter into this Agreement;
- vi) The Customer representative who is signing this Agreement has been delegated authority by the school board or district to execute this Agreement;
- vii) If the Assigned Employees will use a Customer-provided time-keeping system or process, then a such time keeping system or process shall be compliant with all applicable legal requirements, including recording of time worked; and
- viii) The Customer neither request nor requires that the Assigned Employees perform duties outside of Customer's premises (e.g., participate on field trips) unless Kelly gives it written consent in advance.

## **7) BILLING & PAYMENT TERMS**

- (a) **Invoices.** Kelly will invoice Customer bi-weekly to the Customer representative designated in section 14 "Notices" below (or at any other address that Customer designates) for the services of the Assigned Employees at agreed upon rates. The rates at which Kelly will invoice the Customer (and any reimbursable expenses) are listed in Pricing Exhibit A. If the Customer's rates are not set out in Pricing Exhibit A, Kelly and the Customer will agree on rates at the time of an order, memorialize such agreement in an amendment to this agreement (which will require approval with the same formalities as conducted for the approval of this Agreement, and upon such execution and delivery of the signed and authorized amendment, then Kelly will record such change electronically in its systems.
- (b) **Taxes.** Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item.
- (c) **Pricing Adjustments.** The markup percentage set forth in Exhibit A will remain firm for the duration of the contract period. Wages to be paid to substitute teachers will follow the minimum requirements set forth by Customer. If any government-mandated cost (such as minimum wages, or a payroll tax, premium, contribution, benefit, or sales or use tax) is imposed, increased, or newly introduced after July 24, 2018 with respect to Kelly employees assigned to Customer, Kelly will adjust rates for Kelly employees to Customer to reflect such costs, without mark-up, until new rates are agreed to with Customer in writing (and duly authorized by both parties).
- (d) **Record of Time Worked; Automated Scheduling.** Customer agrees to adhere to the "Time, Billing & Automated Scheduling Terms" in Exhibit B.
- (e) **Expenses.** Expenses (e.g., mileage) and all costs associated with required screenings and drug tests will be charged to the Customer, passed through without mark up. Kelly shall use reasonable efforts to ensure that all required screenings and drug tests are completed in a cost effective manner.
- (f) **Payment.** Customer shall issue payment in accordance with Sections 218.70. et sq. Florida Statutes, Local Government Prompt Payment Act, after receipt of an acceptable invoice, inspection and acceptance of provided in accordance with the terms and conditions of the Agreement. Any penalty for delay in payment will be in accordance with applicable law.
- (g) **Federal Requirements.** Customer may utilize federal funds for its payment pursuant to the Agreement; accordingly, Kelly shall execute and deliver to the Customer, concurrent with its signature of the Agreement the following, all of which shall be incorporated into the agreement by this reference: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit. These forms are assembled in the composite Exhibit C attached hereto and incorporated herein by this reference.
- (h) **Funding Out.** Each payment obligation of the Customer created by this agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this agreement may be terminated by the Customer at the end of the period for which funds are available. If such event occurs, then the Customer shall notify Kelly at the earliest possible time before such termination. No penalty shall accrue to the Customer in the event this provision is exercised, and the Customer shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

## **8) WORKERS' COMPENSATION AND LIABILITY INSURANCE**

See Exhibit D attached hereto and incorporated herein by this reference.

#### **9) INDEMNIFICATION BY KELLY**

- (a) Kelly will indemnify, defend and hold harmless Customer and its directors, officers, employees and agent, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Customer to the extent arising out of any of the following:
- i) Any negligent act or omission or intentional misconduct on the part of Kelly, its officers, employees (excluding its employees on assignment) or agents, within the scope of their employment, provided Kelly's indemnity obligation will be limited to property damage, bodily injury and wrongful death;
  - ii) Kelly's failure to comply with its obligations under applicable employment-related laws, regulations or orders in Kelly's capacity as the general employer of the Assigned Employees;
  - iii) Breach of any obligation of Kelly contained in this Agreement; or
  - iv) Any direct claim for workers' compensation benefits for job-related bodily injury or death asserted against Customer by any Kelly employees or, in the event of death, by their personal representatives.
- (b) Kelly's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special, or consequential Damages, (ii) the extent that Damages are due to Customer's failure to fulfill its duties under Section 4, (iii) the extent that any Damages, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (iv) the extent that Customer is required to indemnify Kelly against such Damages under Section 10.

#### **10) INDEMNIFICATION BY CUSTOMER**

- (a) Subject to the limitations of §768.28, Florida Statutes, Customer will indemnify, defend and hold harmless Kelly and its directors, officers, employees and agents, from and against all Damages imposed upon or incurred by Kelly, other than for job-related bodily injury or death of an Assigned Employee (as set forth in section 9 (a)(iv) above), arising out of any of the following:
- i) Any negligent act or omission or intentional misconduct on the part of the Customer, its officers, employees (excluding its employees on assignment) or agents, within the scope of their employment, provided or Customers' indemnity obligation will be limited to property damage, bodily injury and wrongful death;
  - ii) Customer's failure to comply with its obligations under applicable laws, regulations or orders; or
  - iii) Breach of any obligation of Customer contained in this Agreement;
- (b) Customer's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential Damages; (ii) the extent that Damages are due to Kelly's failure to fulfill its duties under Section 3, (iii) the extent that any Damages, except for the payment of workers' compensation benefits, are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (iv) the extent that Kelly is required to indemnify Customer against such Damages under Section 9.

#### **11) NOTIFICATION OF CLAIMS**

- (a) Customer and Kelly agree (i) to notify each other in writing of any asserted claim within twenty (20) days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and (ii) to permit Kelly or Customer, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused.
- (b) Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld; provided that approval on behalf of Kelly must be obtained from the Kelly Law Department in Troy, Michigan.

**12) TERM; TERMINATION**

- (a) The term of this Agreement begins as of the date first shown above and will continue through June 30, 2019. Customer may extend the agreement for one or more years (not to exceed 3 years) and may be canceled by either party upon not less than thirty (30) days prior written notice to the other. Kelly reserves the right to terminate this Agreement immediately in the event of non-payment. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination.
- (b) In order to provide transition assistance to the Customer in the event that this Agreement is terminated or expires, Kelly agrees that the Customer may provide written notice to Kelly retaining Kelly for a minimum of one calendar month, and on a month-to-month basis for a period not to exceed six (6) months, on the same terms and conditions set forth in this Agreement. The provisions of this section will not apply if this agreement is terminated by Kelly based on an uncured event of default by the Customer (in which event Kelly reserves all rights at law).

**13) NON-SOLICITATION**

Unless otherwise agreed to in writing, neither party shall hire or solicit the employment of the other party's regular, full-time employees during the term of this Agreement and for a period of twelve (12) months thereafter. This provision shall not apply to a party's generalized recruiting practices.

**14) MISCELLANEOUS****(a) Notices**

- i) Any notices, consents or other communications required or permitted under this Agreement must be in writing (including telecommunications) and delivered personally or sent by telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communication of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested), addressed as shown on the first page of this Agreement.
- ii) Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by wire transmission; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.
- iii) Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of Customer and Kelly in writing promptly upon commencement of the Services. Once so designated, each party's representative shall coordinate communications and processes as needed for the purposes of conducting the Services set forth in this Agreement, as well as to the development (including content and format) of the invoicing and quarterly reports providing a narrative progress detailing the scope of the Services provided and activities to date (also in form and content to be determined by Customer) to be provided by Kelly as a part of the Services. For purposes of Customer's designee for the day-to-day activities, the Customer Administrator shall be:

Suwannee County School Board  
Ted Roush, Superintendent  
1729 Walker Avenue, SW, Suite 200  
Live Oak, FL 32064  
386-647-4600

- (b) **Access to Records.** To the extent required by regulations promulgated by the Health Care Financing Administration pursuant to Section 952 of the Omnibus Reconciliation Act of 1980, Kelly shall until the expiration of four (4) years following the furnishing of services pursuant to this Agreement, make available upon the written request of the Secretary of Health and Human Services or the U.S. Comptroller General, or any of their duly authorized representatives, this Agreement, and books, documents, and records necessary to verify the nature and extent of costs incurred by Customer by reason of the activities of Kelly under this Agreement. Any agreements entered into hereunder by Kelly and its affiliate (Kelly Educational Services) for the provision of the services contracted herein, if over a twelve (12) month period, shall contain this clause imposing the same obligations upon such affiliate.



- (c) **Student Records; FERPA.** Customer represents that each Kelly Assigned Employee is a "school official" with a "legitimate educational interest" under the definitions of those terms set forth in the Customer's FERPA notification(s) to students and parents during the term of this Agreement. Kelly shall develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to train its Kelly Assigned Employees and obtain a signed and written agreement of each Kelly Assigned Employee regarding his/her legal obligation 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, Kelly Assigned Employees have a legitimate educational interest for purposes of Customer's disclosing to Kelly Assigned Employees its students' education records.
- (d) **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement.
- (e) **Subcontractors.** To the extent Kelly is permitted to utilize its affiliate, Kelly Educational Services, for the performance of any of the work set forth in the Agreement, Kelly shall ensure that such affiliate complies with all provisions of the Agreement. Kelly will remain liable for the acts and omissions of such affiliate the proper performance and delivery of the products and/or services set forth in the Agreement.
- (f) **Public Records Laws.** This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Kelly understands the broad nature of these laws and agrees to comply with Florida's public records laws and laws relating to records retention. For all contracts as set forth in Section 119.0701, Florida Statutes (2018) see Exhibit E which is incorporated by reference herein.
- (g) **Non-Discrimination.** Kelly represents and warrants to the Customer that Kelly does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Kelly's performance under the Agreement on account of race, color, sex, religion, age, handicap, marital status, national origin, citizenship status, creed, religious affiliation, sexual orientation, gender identity, disability, veteran status, or any other protected status under applicable law. Kelly further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, or national origin be excluded from participation in, be denied services, or be subject to discrimination under any provision of the Agreement.
- (h) **Severability; Waiver.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any past or future breaches or remedies.
- (i) **Assignment.** Neither Kelly nor Customer may assign this Agreement (whether in whole or in part) without the prior written consent of the other party; provided, however, that Kelly may use its affiliate, Kelly Educational Services, to fulfill any or all of its obligations hereunder without securing Customer's consent. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns, as permitted.
- (j) **Survivorship.** These provisions which by their nature are intended to survive the expiration, cancellation, or termination of the Agreement including, by way of example only, the indemnification and confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement.
- (k) **No Gifts or Contingent Fees.** Kelly warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Kelly, to solicit or secure the Agreement, and that it has not paid or agreed to pay and person, company, corporation, individual or firm, other than a bona fide employee working solely for Kelly, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For the breach or violation of these provisions, the Customer shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- (l) **Disclosure of Employment of Former Customer Employees.** All bidders, proposers, consultants, and contractors are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or contractor, and who within the last two (2) years, have been or are the employees of the Customer. And all bidders, proposers, consultants, and contractors are required to disclose the name of any Customer employee who owns, directly or indirectly, any interest in Kelly's business. Such disclosures will be in accordance with current Customer policies, but will include, at a minimum, the name of the former Customer employee, a list of the positions the employee held in the last two (2) years of his or her employment with the Customer, and the

dates the employee held those positions. By its signature of the Agreement, Kelly certifies to the Customer that there are no names to disclose to the Customer pursuant this section.

- (m) **Publicity.** Kelly shall not use the Customer name, logo or other likeness in any press release, marketing materials or other public announcement without receiving the School Board's prior written approval.
- (n) **Independent Contractor.** In its performance of this Agreement, Kelly will at all times act in its own capacity and right as an independent contractor, and nothing contained herein may be construed to make Kelly an agent, partner or joint venturer of Customer.
- (o) **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement [(except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; and (ix) shortage of adequate power or transportation facilities. The party suffering a Force Majeure Event shall give notice within five (5) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
- (p) **Amendments.** This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties.
- (q) **Counterparts and Facsimile Signatures Authorized.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- (r) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule. Venue for any action arising under this Agreement shall lie exclusively in the state or federal court located in Suwannee County, Florida.
- (s) **Time of Essence.** Time is of the essence in this Agreement. Except as specifically noted herein, if any date of significance hereunder falls upon a Saturday, Sunday, or legal holiday, such date shall be deemed moved forward to the next day which is not a Saturday, Sunday, or legal holiday. Saturdays, Sundays, and legal holidays shall not be considered business or working days.
- (t) **Entire Agreement.** This Agreement and its Exhibits are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

In witness whereof, the parties have caused their duly authorized representatives to execute and deliver this Agreement effective August 28, 2018.

**ATTEST:**

**SUWANNEE COUNTY SCHOOL BOARD, FLORIDA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Ted L. Roush

Title: \_\_\_\_\_

Title: Superintendent of Schools

Date: \_\_\_\_\_

Date: \_\_\_\_\_

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney

Chairperson, Suwannee County School Board



**EXHIBIT A**  
**PRICING FOR KELLY EDUCATIONAL SERVICES**

This Pricing Exhibit A is incorporated and made part of the Agreement for Educational Services between Kelly Services, Inc. and the Suwannee County School Board, dated August 28, 2018. The maximum indebtedness of Customer for each fiscal year (July 1 through June 30) shall not exceed \$13,000,000.00.

- 1. Types of Assignments; Pricing.** The Assigned Employees will be assigned to the following positions and at the following rates:

<b>Job Title</b>	<b>Hourly Pay Rate</b>	<b>Markup</b>	<b>Hourly Bill Rate</b>
Substitute Teacher – High School Diploma	\$8.75/hour	1.335	\$11.68/hour
Substitute Teacher – Associate's Degree	\$9.75/hour	1.335	\$13.02/hour
Substitute Teacher – Bachelor's Degree	\$10.75/hour	1.335	\$14.35/hour
Substitute Teacher – Master's Degree	\$12.25/hour	1.335	\$16.35/hour
Substitute Teacher – Certified Teacher - Long Term Assignment	\$20.00/hour	1.335	\$26.70/hour
Paraprofessional	\$8.50/hour	1.335	\$11.35/hour
Retiree DROP Program	TBD	1.185	TBD
School Nutrition Employee	\$8.50/hour	1.39	\$11.82/hour
Custodial Employee	\$9.00/hour	1.39	\$12.51/hour

**\*NOTE – These rates will go into effect September 1, 2018**

- 2. Early Payment.** Kelly shall provide to Customer a discount of one-percent (1%) on each invoice if Customer pays within thirty (30) days from receipt of invoice. Kelly shall format each invoice to establish the pricing as set forth in section 1 above, and also format the invoice to include the alternative of this 1% discount for payment within 30 days as a separate line item in the invoice.

**KELLY SERVICES, INC.**

**SUWANNEE COUNTY SCHOOL BOARD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Ted L. Roush

Title: \_\_\_\_\_

Title: Superintendent of Schools

Date: \_\_\_\_\_

Date: \_\_\_\_\_

"Approved as to Form and Sufficiency  
BY \_\_\_\_\_

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

\_\_\_\_\_  
Chairperson, Suwannee County School Board

**Exhibit B**

**TIME, BILLING & AUTOMATED SCHEDULING TERMS**

**1) DOCUMENTATION OF TIME WORKED**

- (a) The Customer agrees to review, approve and sign, by signature or electronic means, documentation of time worked by the Assigned Employees. The Customer also will designate one or more representatives to approve the record on its behalf. If the Customer representative is unavailable, the Kelly representative responsible for the Customer assignment (or other Kelly representative authorized by Customer) may approve the record on Customer's behalf or it may be approved in accordance with (b) below. Customer will use reasonable efforts to assist Kelly in the retrieval of missing or unsubmitted School Nutrition Program employee time sheets.
- (b) Electronic approvals through the KASS Web Time system require the following:
  - i) School Nutrition Program employees will submit time for approval each week. The Customer must approve time entries by Tuesday of the following week at 11:59 PM. The Customer will make reasonable efforts to ensure that approving managers take approval action on Tuesday and adhere to this schedule to expedite substitute payroll.
  - ii) Approved time for a given week-ending date will be gathered from the system Monday, Tuesday and after midnight Wednesday as time entries sheets are approved. At that time, all non-rejected time that have been submitted for approval will be considered approved-in-full by the school and sent for payroll processing.
  - iii) All Customer representatives who approve the time entries of the Assigned Employees must have school-issued, active e-mail accounts.
  - iv) Each school should assign a KASS Web Time administrator to approve School Nutrition Program employee time sheets each week. A backup administrator should also be designated to approve time sheets in the event of the first administrator's absence.
  - v) All adjustments to approved time will be handled outside of the KASS Web Time system. KASS will not be updated to reflect the adjusted values.

**2) NON-EXEMPT EMPLOYEES & OVERTIME**

- (a) **Non-exempt Employees.** Some Kelly Employees may be deemed as non-exempt employees under federal or state wage and hour laws (e.g., (1) states that designate teachers as non-exempt, (2) licensed teachers not performing the customary duties of a classroom teacher, or (3) Kelly Employees that are not licensed teachers and assigned to perform clerical, administrative, janitorial, or cafeteria duties). Kelly Employees who are designated as non-exempt or are performing non-exempt work are entitled to overtime pay.
- (b) **Overtime; Meal and Rest Periods.**
  - i) Kelly shall pay nonexempt Kelly Employees overtime pay in accordance with applicable federal and state law at a rate of one and one-half times their regular rate of pay for all hours worked over 40 hours in any given workweek and bill the Customer accordingly.
  - ii) Kelly shall adjust its overtime payments to comply with state laws that may impose additional or different requirements than federal law, and bill the Customer accordingly. For example, under California's wage and hour law, nonexempt employees must be paid overtime for any hours worked in excess of eight hours in one workday or 40 hours in one workweek.
  - iii) Kelly will base overtime pay on hours actually worked. For example, hours paid for vacation, holiday, sick, or paid time off will not be included in calculating overtime.
  - iv) An authorized Customer representative must approve in advance a non-exempt Kelly Employee working overtime.
  - v) In those states that require non-exempt employees to have meal and rest periods, non-exempt Kelly Employees must accurately record their meal and rest periods in accordance with Section 1 above.

**3) AUTOMATED SCHEDULING**

- (a) Kelly shall provide an interactive, voice-activated response (IVR) and internet program for automated scheduling and absence reporting in some situations. Among other things, the program would enable Kelly to provide the Customer with certain reports and information related to regular teacher absences and substitute teacher staffing coverage, and would permit the Customer and its designated representatives to schedule regular teacher absences. Implementation

of the IVR/internet program would require that the Customer provide certain information concerning the employment positions that the Agreement for Educational Staffing covers and the personnel currently in such positions.

- (b) Any information that the Customer provides Kelly for purposes of implementing the IVR/internet program will be used in connection with the educational staffing services that Kelly provides. Kelly will not use such information for any other purpose without the Customer's prior written consent.

Information in reports that Kelly furnishes to the Customer which are generated based on the IVR/web program will contain information that the Customer's personnel provides upon accessing and using the IVR/web program. Accordingly, the accuracy of such information depends on the accuracy of the information provided by the Customer's personnel. The Customer will be solely responsible for verifying the accuracy of such information.

**Exhibit C – Composite Federal Forms**

**FEDERAL REGULATORY COMPLIANCE STATEMENT**

The purpose of this document is to assure compliance by the Contractors (*defined as any individual or company who agrees to provide materials or services at a specified price*) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between the Suwannee County School Board, Florida (SCSB) and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

- 
1. The Contractor agrees to allow reasonable access by SCSB, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor's books, documents, papers, and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcripts.
  2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
  3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state, and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
  4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow SCSB to sustain the cost (if applicable).
  5. The Contractor agrees to properly complete and submit to SCSB a federal debarment certification form for each renewal year of the Contract, if renewals apply.
  6. The Contractor agrees to properly complete and submit to SCSB a non-collusion affidavit.
  7. The Contractor agrees to properly complete and submit to SCSB a federal drug free workplace certification form.
  8. The Contractor agrees the SCSB may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the SCSB may seek remedies for damages, if applicable.
  9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

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CONTRACTOR: Kelly Services, Inc.

PRINT NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**DRUG FREE WORKPLACE CERTIFICATION**

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

- 1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- 2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of and conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.**

\_\_\_\_\_  
CONTRACTOR'S SIGNATURE / DATE

\_\_\_\_\_  
NAME/TITLE

Name of Company: Kelly Services, Inc.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or its affiliate) certifies to the best of its knowledge and belief that it and its principals:
  - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.
  - B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.
  - D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the Contractor is unable to certify to any of the statements above in this certifications, such Contractor shall attach an explanation to this certification.

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CONTRACTOR'S SIGNATURE

---

NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: Kelly Services, Inc.

**NON-COLLUSION AFFIDAVIT**

**State of FLORIDA**

**County of SUWANNEE**

I state that I am the \_\_\_\_\_ of Kelly Services, Inc., a Delaware corporation authorized to transact business in Florida, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

- (1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.
- (2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.
- (3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.
- (4) Kelly Services, Inc., its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I attest that Kelly Services, Inc., understands and acknowledges that the above representations are material and important, and will be relied on by the Suwannee County School Board, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Suwannee County School Board, Florida, of the true facts relating to submission of offers for this contract.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**Exhibit D – INSURANCE REQUIREMENTS**

**A. Description of the VENDOR/CONTRACTOR Required Insurance.** Without limiting any of the other obligations or liabilities of the VENDOR/CONTRACTOR, the VENDOR/CONTRACTOR shall, and shall cause its affiliate Kelly Educational Services (herein, defined as a "subcontractor"), at the VENDOR/CONTRACTOR's sole expense, procure, maintain, and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by SCSB and shall be maintained in force throughout the term of this Agreement.

1. Worker' Compensation/Employers' Liability. The Workers' Compensation/Employers' Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements set forth herein.

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

(b) The policy must be endorsed to waive the insurer's right to subrogate against SCSB, and its members, officials, officers and employees.

(c) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation policy. The amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000	Each Accident
\$1,000,000	Disease – Each Employee
\$1,000,000	Disease – Policy Limit

2. Commercial General Liability. The Commercial General Liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover those sources of liability which would be covered by the latest occurrence for edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) and those described below which would apply to the Services contemplated under this Agreement. Such coverage shall be primary over other insurance.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos, or lead.

The coverage shall not include restrictive endorsements which exclude coverage for liability arising out of: sexual molestation, sexual abuse, or sexual misconduct.

(b) The limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence

(c) The VENDOR/CONTRACTOR shall include SCSB and the SCSB's members, officials, officers, and employees as "additional insureds" on the Commercial General Liability Coverage.

(d) The VENDOR/CONTRACTOR shall pay on behalf of SCSB or the SCSB's member, official, officer, or employee any such deductible or self-insured retention applicable to a claim against SCSB or the SCSB's member official, officer or employee for which the SCSB or the SCSB's member, official, officer, or employee is insured as an additional insured.



3. Business Auto Liability. The automobile liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The VENDOR/CONTRACTOR's insurance shall cover the VENDOR/CONTRACTOR's owned, non-owned and hired autos used by non-assigned Kelly Employees in connection with this Agreement.

(b) The SCSB and the SCSB's members, officials, officers, and employees shall be included as "additional insureds" on the policy.

(c) The limits to be maintained by the VENDOR/CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall not be less than:

\$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

4. Professional Liability. The professional liability insurance provided by the VENDOR/CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The professional liability insurance shall be on a form acceptable to the SCSB and shall apply to those claims which arise out of VENDOR/CONTRACTOR's duties as a staffing firm pursuant to this Agreement.

(b) If the insurance maintained by the VENDOR/CONTRACTOR also applies to services other than Services under this Agreement, the limits of insurance maintained by the VENDOR/CONTRACTOR shall not be less than \$1,000,000 per claim/annual aggregate. If the insurance maintained by the VENDOR/CONTRACTOR applies exclusively to the Services under this Agreement, the limits of insurance maintained by the VENDOR/CONTRACTOR shall not be less than \$1,000,000 per claim/annual aggregate.

(c) The VENDOR/CONTRACTOR shall maintain the professional liability insurance until the end of the term of this Agreement. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of its duties as a staffing firm, prior to the expiration or termination of this Agreement which are reported to the VENDOR/CONTRACTOR or the insurer within four years after the expiration or termination of this Agreement.

**B. Evidence of Insurance.** Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by SCSB and shall be maintained in force throughout the term of this Agreement. The VENDOR/CONTRACTOR shall provide evidence of such insurance in the following manner:

1. As evidence of compliance with the required Workers' Compensation/Employer's Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the VENDOR/CONTRACTOR shall furnish SCSB with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to the SCSB, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers' Compensation/Employer's Liability contains a waiver of subrogation in favor of SCSB, identify the Agreement, and provide that SCSB shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status of SCSB on the Commercial General Liability insurance, the VENDOR/CONTRACTOR shall furnish SCSB with:

a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of SCSB and the SCSB's members, officials, officers, and employees as Additional Insureds in the Commercial General Liability coverage;

3. Until such time as the insurance is no longer required to be maintained by the VENDOR/CONTRACTOR as set forth in this Agreement, the VENDOR/CONTRACTOR shall provide SCSB with renewal or replacement evidence of the insurance in the manner heretofore described no less than ten (10) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

**C. Qualification of the VENDOR/CONTRACTORS's Insurers.**

1. Insurers providing the insurance required by this agreement for the VENDOR/CONTRACTORS must either be:  
(1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida,

or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best Rating of "A-" or better and a Financial Size Category of VII" or better according to A.M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the VENDOR/CONTRACTOR has knowledge of any such failure, the VENDOR/CONTRACTOR shall immediately notify SCSB and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the VENDOR/CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to SCSB, the VENDOR/CONTRACTOR shall be in default of this Agreement.

D. **The VENDOR/CONTRACTOR's Insurance Primary and Non-Contributory.** The General Liability insurance provided by the VENDOR/CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by SCSB or the SCSB's member, official, officer, or employee.

E. **The VENDOR/CONTRACTOR's Insurance As Additional Remedy.** Compliance with the insurance requirements of this Agreement shall not limit the liability of the VENDOR/CONTRACTOR, or its Subcontractor or Sub-subcontractors, employees or agents to SCSB or others. Any remedy provided to SCSB or the SCSB's members, officials, officers or employees by the insurance shall be in addition to and not in lieu of and other remedy available under this Agreement or otherwise.

F. **No Waiver by SCSB Approval/Disapproval.** Neither approval by SCSB nor failure to disapprove the insurance furnished by the VENDOR/CONTRACTOR shall relieve the VENDOR/CONTRACTOR of the VENDOR/CONTRACTOR's full responsibility to provide the insurance as required by this Agreement.

**Exhibit E**

**Public Records Law Requirements  
Under Chapter 119.0701, Florida Statutes (2018)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2018), 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 (2018), 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 (2018).

## **ADDENDUM TO AGREEMENT FOR EDUCATIONAL STAFFING**

This Addendum ("Addendum") is between Kelly Services, Inc. ("Kelly") and Suwannee County Schools ("Customer").

### **RECITALS**

- A. Kelly, through its service line Kelly Educational Staffing, and Customer have agreed to enter into an Agreement for Educational Staffing ("Agreement").
- B. Kelly and Customer desire to to modify the Agreement as set forth below.

The parties therefore agree as follows:

### **AGREEMENT**

- 1. **Engagement of Therapy Staff.** The following shall be added as a new section to the Agreement: "In addition to the services Kelly is providing in the Agreement, Customer has requested a need for Kelly to fill positions for speech therapists. In order for Kelly to fill such positions, Kelly will engage its subcontractor, Therapy Staff, to partner in the provision of speech therapists and Customer hereby consents to the use of Therapy Staff for filling speech therapist positions. All speech therapists will be W-2 employees of Therapy Staff and will not be considered to be an employee of Customer for any purpose. Kelly shall remain responsible for all of its obligations under this Agreement with respect to its Assigned Employees and shall ensure, through written agreement, that Therapy Staff is responsible for the same obligations as it relates to Therapy Staff employees. Customer will deal directly and exclusively with Kelly with respect to Therapy Staff's services and employees."
- 2. **Pricing.** Kelly will invoice Customer \$55.00 per hour for all hours worked by speech therapists and approved in accordance with Section 6 of Agreement.
- 3. **Responsibilities of Therapy Staff.** "In addition to the responsibilities listed in Section 3 of the Agreement, Therapy Staff is required to comply with the following responsibilities:
  - a) Verify the currency of the license of all licensed personnel Therapy Staff supplies to Customer;
  - b) Upon employment, offer the Hepatitis B vaccine to Therapists whose job duties will involve a reasonable risk of exposure to blood borne pathogens, providing such Therapists with general training relating to blood borne pathogens and the universal precautions, and maintain the records required by OSHA regarding such training, offer the hepatitis B vaccine, and exposure incidents and post-exposure treatment;
  - c) Maintain employee records of annual TB mantoux test or chest x-ray; and,
  - d) Not engage subcontractors to provide Therapists unless agreed to in advance by Kelly and Customer."
- 4. **Additional Insurance.** In addition to the insurance requirements in the Agreement, Therapy Staff will provide the following:

**"Medical Professional/Malpractice Insurance** for Therapy Staff and each employee employed by Therapy Staff provided to Customer in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate."

**5. Types of Assignments; Pricing**

The Assigned Employees will be assigned to the following positions and at the following rates:

<b>Job Title</b>	<b>Hourly Bill Rate</b>
Speech Therapist	\$55.00

**6. Pricing for Hiring Speech Therapist Employee**

If Customer hires an Assigned Employee before the Assigned Employee works more than 520 hours, Customer agrees to pay a placement fee upon hiring the temporary employee to work in full- or part-time position of employment with the Customer. The placement fee will be NO FEE. If Customer hires an Assigned Employee after the Assigned Employee works more than 520 hours, Customer agrees to pay a placement fee of NO FEE.

**7. Pricing for Hiring a Direct Hire Candidate**

If the Customer hires a candidate referred to it by Kelly Educational Staffing for direct hire by Customer, the Customer agrees to pay a direct placement fee of 0% of the candidate's annualized salary.

This Addendum will become effective when both parties have signed it. The date on which the last party has signed this Addendum (as indicated by the date associated with that party's signature) will be deemed the date of this Addendum. If there is any conflict between the provisions of this Addendum and corresponding provisions of the Agreement, the provisions of this Addendum shall control.

Suwannee County School District

**Kelly Services, Inc.**

\_\_\_\_\_  
**Signature**

Ted L. Roush

\_\_\_\_\_  
**Printed Name**

Superintendent of Schools

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

**RESOLUTION  
AFFIRMING PARTICIPATION IN THE  
SMALL SCHOOL DISTRICT COUNCIL CONSORTIUM**

**WHEREAS**, the Suwannee County School Board believes there is a need to have educational information, interpretation, and consultation on issues relating to small and rural communities that is not independently available, and

**WHEREAS**, the cost of providing such services independently for the School Board would make the cost prohibitive, and

**WHEREAS**, the needed services are provided through the Small School District Council Consortium, and

**WHEREAS**, the Suwannee County School District has participated in the consortium in previous years by official action of the Board and payment of the annual fee,

**NOW THEREFORE BE IT RESOLVED** that the Suwannee County School Board authorizes the participation in the Small School District Council Consortium for fiscal year 2018-2019 and as such agrees to pay \$2,850.00 to the designated Fiscal Agent upon invoice for participation fees.

**BE IT FURTHER RESOLVED** that the SSDCC Fiscal Agent shall be the contracting agent for the employment and payment of consulting services and associated program costs.

Adopted by the Suwannee County School Board in Regular Session at Live Oak, Florida on the 28th day of August, 2018.

**BY:**

\_\_\_\_\_  
Jerry Taylor, Chairperson, Suwannee County School Board

**ATTEST:**

\_\_\_\_\_  
Ted L. Roush, Superintendent, Suwannee County School District

"Approved as to Form and Sufficiency

BY \_\_\_\_\_

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

## CHAPTER 3.00 - SCHOOL ADMINISTRATION

### ADMINISTRATIVE ORGANIZATION

3.05\*

#### POLICY:

The administrative head of each school is the School Principal. The District also appoints Assistant Principals and Assistant Principal-Curriculum Coordinators to the school as needed.

The District Staff exists to give support and direction to the schools. The Superintendent is assisted in this responsibility by administrators on staff in the positions of Assistant Superintendent, Director, Supervisor, Manager and Coordinator.

(Organization Chart is attached)

#### STATUTORY AUTHORITY:

1001.41; 1001.42, F.S.

#### LAWS IMPLEMENTED:

120.53; 1001.42; 1001.43; 1012.27, F.S.

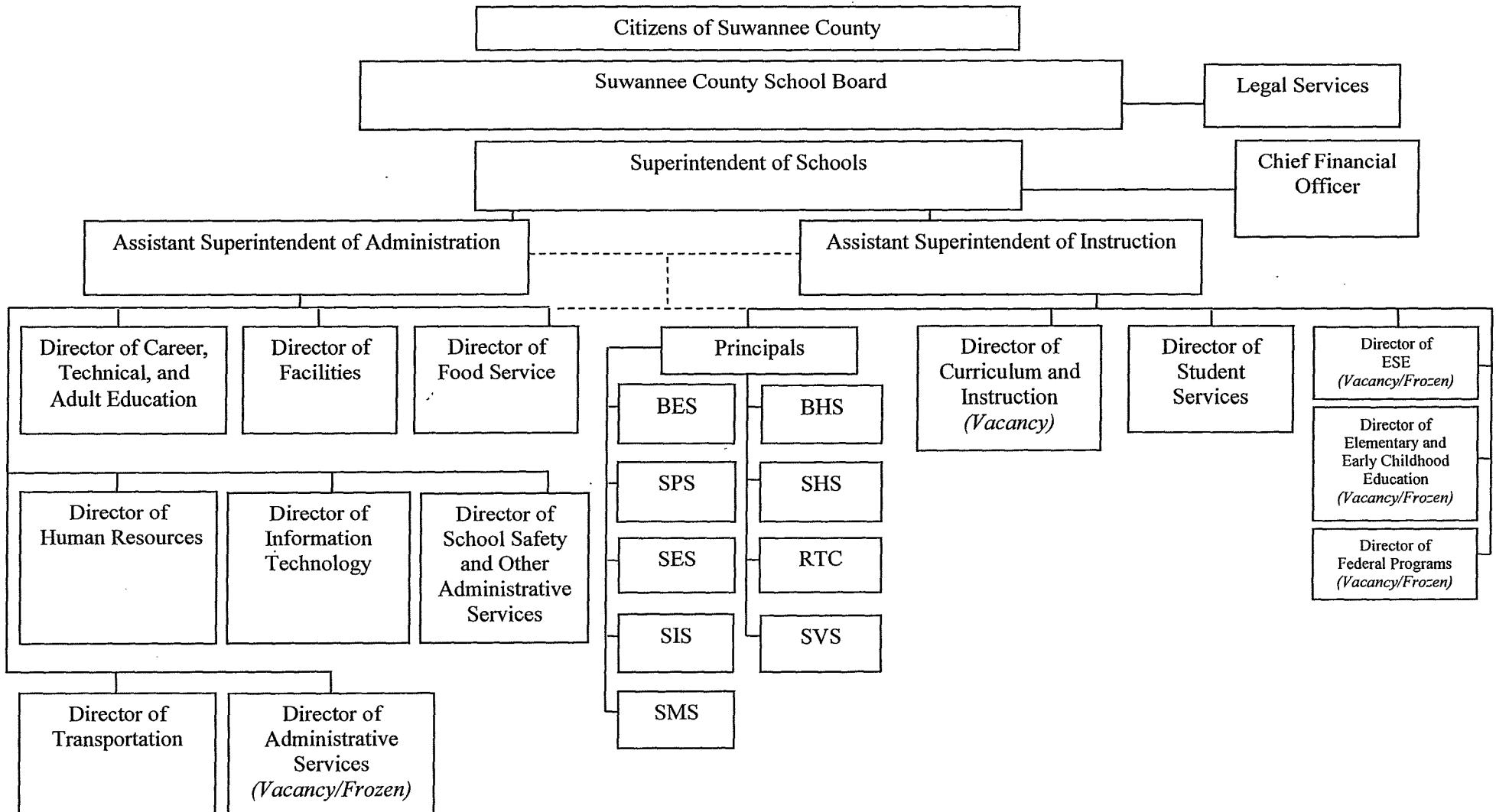
#### History:

Adopted:

Revision Date(s): 7/22/2014, 1/27/2015, 10/24/2017

Formerly:

# SUWANNEE COUNTY SCHOOL DISTRICT ORGANIZATION CHART





## CHAPTER 3.00 - SCHOOL ADMINISTRATION

### SAFE AND SECURE SCHOOLS

3.06

#### POLICY:

##### I. Introduction

The Suwannee County District School Board has as its first obligation to provide a safe, secure and orderly learning environment in all schools and at all sponsored activities for students, school personnel, and other persons.

##### II. Orderly Environment

An orderly environment can only be achieved by developing procedures to control students, personnel, and other persons on school property and attending School Board or school sponsored events or activities. All procedures shall reflect the following policy provisions:

- A. No person other than a student and employee of a school site shall be on a school campus during school hours unless they are in compliance with Policy 9.07 (Visitors).
- B. A student who is suspended or expelled is not in good standing and is not permitted on the school campus, school grounds, or at a school sponsored activity.
- C. This policy shall apply not only during school hours, but at any time students in good standing, teachers, employees and other such persons are on the school campus or school grounds, and shall also apply for all school activities which are held after school hours.
- D. Any person on a school campus or school grounds not in accordance with this policy is hereby declared to be a trespasser and shall be asked to leave immediately by any staff member. Each principal shall

## CHAPTER 3.00 - SCHOOL ADMINISTRATION

keep a log of such incidents which shall provide the name of the person asked to leave and other pertinent information. If said person shall again be seen upon the school campus or school grounds, any staff member shall immediately notify the principal or appropriate local law enforcement officials without further warning.

- E. Individuals who enter School Board property, activity, or School Board meeting without a legitimate reason and create a disturbance or refuse to leave the property or activity when asked by the board chairperson, Superintendent/designee, principal or person in charge are subject to criminal penalty as provided in Florida Statutes. The person in charge shall contact appropriate law enforcement officials in cases of disruptive activity or refusal to leave the school property or activity and take appropriate actions to have the offender punished as prescribed by law. The Superintendent shall be notified of any such action at schools or school activities.
  - F. No person except law enforcement, security officers and other legally identified individuals as special deputies, may have in his/her possession any weapon, illegal substance, or dangerous substance while on school property or at school events. However, district employees may possess a securely encased concealed firearm in their vehicle in accordance with F.S. 790.25 (5).
- III. ~~The Superintendent shall develop and present to the Board for review and approval appropriate school emergency management and preparedness plans.~~  
Safety, Security and —Emergency Plans
- A. The Superintendent shall develop a School Safety and Security Plan with input from representatives of the local law enforcement agencies, the local Fire Marshall(s), representative(s) from emergency medical services; building administrators, representative(s) from the local emergency management agency, School Resource Officer(s) and/or representative(s) of the Suwannee County Health Department.

### CHAPTER 3.00 - SCHOOL ADMINISTRATION

- B. As required by state law, the Superintendent shall require the use of the Safe School Assessment Survey based on the School Safety and Security Best Practices Indicators created by FL DOE Safe School Assessment Tool (FSSAT) to conduct a self-assessment of the District's current safety and security practices.
- C. Upon completion of these self-assessments, the Superintendent shall convene a safety and security review meeting for the purpose of (a) reviewing the current School Safety and Security Plan and the results of the self-assessment; (b) identifying necessary modifications to the plan; (c) identifying additional necessary training for staff and students; and (d) discussing any other related matters deemed necessary by the meeting participants.
- D. The Superintendent shall present the findings of the safety and security review meeting to the Board for review and approval of appropriate school safety, emergency management and preparedness plans. The Superintendent shall make any necessary recommendations to the Board that identify strategies and activities that the Board should incorporate into the School Safety and Security Plan and/or implement in order to improve school safety and security. The School Safety and Security Plan is, however, confidential and is not subject to review or release as a public record.
- E. The Superintendent shall report the self-assessment results and any action taken by the Board to review the School Safety and Security Plan to the Commissioner of Education within thirty (30) days after the Board meeting.

### CHAPTER 3.00 - SCHOOL ADMINISTRATION

~~The Superintendent shall establish uniform guidelines for the development of schools' emergency management and preparedness plans.~~

- F. Emergency management and preparedness plans shall include notification procedures for weapon use and active shooter/hostage situations, hazardous materials and toxic chemical spills, weather emergencies, and exposure resulting from a manmade emergency.
  - G. Emergency management and preparedness procedures for active shooter situations shall engage the participation of the district school safety specialist, threat assessment team members, faculty, staff and students for each school and be conducted by the law enforcement agency or agencies designated as first responders to the school's campus.
  - H. Each school shall develop and maintain an up-to-date plan based upon the uniform guidelines and including the provisions of Florida law, State Board of Education rules, and other applicable regulations.
  - I. Copies of school plans shall be provided to county and city law enforcement agencies, fire departments, and emergency preparedness officials.
- IV. Threat Assessment
- A. The primary purpose of a threat assessment is to minimize the risk of targeted violence at school. The Board's threat assessment process is designed to be consistent with the process set forth in the joint U.S. Secret Service and U.S. Department of Education publication, Threat Assessment in Schools: a Guide to Managing Threatening Situations and to creating Safe School Climates for identifying, assessing, and managing students who may pose a threat. The goal of the threat assessment process is to take appropriate preventative or corrective

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measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed. The threat assessment process is centered upon an analysis of the facts and evidence of behavior in a given situation. The appraisal of risk in a threat assessment focuses on actions, communications, and specific circumstances that might suggest that an individual intends to cause physical harm and is engaged in planning or preparing for that event.

B. The Board authorizes the Superintendent to create building-level, trained threat assessment teams. Each team shall be headed by the principal and shall include a person with expertise in counseling (school/psychological), instructional personnel, and law enforcement (school resource officer) and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self.

1. The threat assessment team will be responsible for the assessment of individuals whose behavior may pose a threat to the safety of school staff and/or students and coordinating resources and interventions for the individual.

2. Upon a preliminary determination that a student poses a threat of violence or physical harm to him/herself or others, the threat assessment team may obtain criminal history record information. The team must immediately report its determination to the Superintendent who must immediately attempt to notify the student's parent or legal guardian.

#### **V. Safety – Procedures**

A. School alarms shall be monitored on a weekly basis and malfunctions shall be reported for immediate repair.

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- B. A safety program shall be established consistent with the provisions of Policy 8.01.
- C. Emergency evacuation drills (fire, hurricane, tornado, active shooter/hostage situation, other natural disaster, and school bus) shall be held in compliance with state requirements and formulated in consultation with the appropriate public safety agencies. Each principal, site administrator or transportation official is responsible for
  - 1. Developing and posting emergency evacuation routes and procedures;
  - 2. Assigning and training all staff members in specified responsibilities to ensure prompt, safe and orderly evacuation;
  - 3. Identifying and reporting hazardous areas requiring corrective measures; and
  - 4. Preparing and submitting a written report of each emergency evacuation drill to the District office.
- D. In the event of an emergency, the Superintendent is authorized to dismiss early or close any or all schools. Except that the principal may dismiss the school when the Superintendent or designee cannot be contacted and an extreme emergency exists endangering the health, safety, or welfare of students. Any such actions shall be reported immediately to the Superintendent or designee along with a statement  
  
describing the reasons for the action. Such report shall be submitted to the School Board at the next regular meeting unless a special meeting is held relating to the emergency.

#### VI. Safety – Violence Prevention

- A. The Superintendent shall develop a violence prevention plan for use by each school.

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- B. Training in identification of potentially violent behaviors and the procedures to be implemented shall be provided to personnel of the schools.

#### **VII. Security**

- A. The Superintendent shall establish and implement a Domestic Security Plan consistent with the requirements of the National Incident Management System (NIMS).
- B. The Superintendent shall develop and implement guidelines and procedures for reviewing each school's security provisions.
- C. Designate an administrator as the school safety specialist for the District.
- D. A review of each school's security provisions shall be conducted annually by the principal with a written report submitted to the Superintendent or designee for submission to the Board for review.
- E. Each school's emergency plan shall include security provisions including emergency lockdown procedures.
- F. Establishing policies and procedures for the prevention of violence on school grounds; including assessment of and intervention with individuals whose behavior poses a threat to the safety of the school community.
- G. Adhering to background screening procedures for all staff, volunteers and mentors.
- H. Security trailers may be located on school property.

**STATUTORY AUTHORITY:**

**1001.41, 1001.42, F.S.**

**LAW(S) IMPLEMENTED:**

**316.614, 790.115, 790.25, 1001.43, 1001.51,**

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**1006.062, 1006.07, 1006.145, 1006.1493, 1006.21, 1013.13, F.S.**

**STATE BOARD OF EDUCATION RULE(S):**

**6A-1.0403, 6A-3.0171**

*History:*

Adopted:

Revision Date(s): 12/17/02, 4/27/10, 5/22/2018

Formerly: Campus Disorders and Trespassing 3.06



## CHAPTER 3.00 - SCHOOL ADMINISTRATION

### DOMESTIC SECURITY

### 3.061+ OPTION 1

- I. The Superintendent shall establish a District domestic security plan that is consistent with the requirements of National Incident Management System (NIMS). The District plan shall include a plan for each school and facility operated by the School Board. The Superintendent shall ensure that the plan is consistent with NIMS requirements by
  - A. Incorporating NIMS protocols and Incident Command System (ICS) procedures into the emergency plans;
  - B. Ensuring that emergency plans are consistent with NIMS terminology and applicable state and county emergency management protocols;
  - C. Coordinating the initial plan and plan modifications with appropriate county emergency management officials;
  - D. Assigning appropriate staff as members of the District incident command element;
  - E. Ensuring that staff receive appropriate initial training and follow up training.
- II. The domestic security plan shall include the following components:
  - A. Access Control

The District shall control access to and enhance the security of school campuses, District facilities, and transportation by implementing access control procedures and practices including, but not limited to,

    1. Establishing single points of entry;
    2. Integrating fencing in to the design of school campuses;
    3. Providing uniformed school resource officers (SROs) and/or security officers;
    4. Establishing visitor control;
    5. Establishing policies and procedures for the prevention of violence on school grounds; including assessment of and intervention with individuals whose behavior poses a threat to the safety of the school community

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6. Adhering to background screening procedures for staff, volunteers and mentors;
7. Controlling bus embarkation and debarkation; and
8. Establishing safe mail handling procedures.

### B. Emergency Equipment

The District shall ensure that emergency equipment and supplies are available and operable and that communication between school/District personnel and first responders is readily available.

1. Primary and back up communication systems shall be maintained and routinely tested to ensure functionality and coverage capacity and determine if adequate signal strength is available in all areas of the school's campus;
2. Personal protective equipment shall be available to school personnel;
3. Emergency equipment shall be monitored and/or tested to ensure operability;
4. Supplies shall be monitored to ensure current shelf life;
5. Emergency supplies and equipment shall be appropriate for specific school campuses or facilities.

### C. Training

Initial and follow up training shall be provided for school/District personnel, students, and state and local partners. New employees shall receive training relevant to the position. When an employee is reclassified to a different position; his/her training record shall be reviewed and appropriate training shall be provided. Training shall include, but not be limited to,

1. Conducting a standard Weapons of Mass Destruction course for first responders in the District;
2. Conducting table-top exercises for school/District administrators;
3. Conducting training at schools specific to the age of students, number of students and the school needs.

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4. Conducting domestic security drills;
5. Training personnel to recognize hazards and to respond appropriately;
6. Providing security training to bus drivers, bus assistants, and school personnel; and
7. Providing safe mail handling training for appropriate personnel.

### D. Communication and Notification Procedures

The District shall ensure that external and internal communication and notification procedures are developed and implemented. Communication and notification procedures shall include, but not be limited to,

1. Providing proper ThreatCom access for appropriate school/District staff;
2. Establishing communication procedures to notify parents of possible or actual emergency;
3. Informing parents and students of the plan and the notification procedures;
4. Reviewing school and District websites to ensure that sensitive information is not included with general public information; and
5. Establishing procedures to communicate with the media during an emergency.

### E. Coordination with Partners

The District shall ensure coordination with state and local partners by

1. Establishing and maintaining a close working relationship with local law enforcement agencies, first responders and the county emergency operations center;
2. Notifying state and local partners of changes in the District plan; and
3. Participating on the Regional Domestic Security Task Force (RDSTF).

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### F. Vulnerability Assessment

The District shall assess vulnerability and establish standards by

1. Working with RDSTF for vulnerability assessment tools and standards;
2. Tailoring assessment to each school or facility;
3. Assisting school and District staff to assess vulnerability;
4. Establishing core recommendations for critical areas; and
5. Establishing standards based on best practices.

III. The District plan including all school and facility plans shall be reviewed annually or more frequently if needed. Modifications shall be made and communicated to relevant school/District personal and emergency management officials. Conditions which may warrant interim review and possible modification of the plan include addition to or renovation of a facility, change in the use of a facility, change of grades served by a school, new programs added to the school and change in security threat level.

IV. The Superintendent shall request documentation of compliance with the National Incident Management System (NIMS) standards from the county emergency management agency and shall obtain certification of compliance from the Commissioner of Education.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 1001.43, 1001.51, 1001.54, 1006.07,  
1006.08, 1006.09, 1006.21, 1013.13, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-1.0403, 6A-3.0171

<u>HISTORY:</u>	<u>ADOPTED:</u>
	<u>REVISION DATE(S):</u>
	<u>FORMERLY: NEW</u>

## CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

### VIRTUAL INSTRUCTION

4.25

- I. At least one (1) course required for graduation must be earned through online learning. A student shall not be required to take an online course outside the regular school day or in addition to the courses in which a student is registered in a given semester.
- II. The District shall provide various options for eligible students to participate in part-time or full time virtual instruction. Options may include
  - A. Courses in the traditional school setting taught by certified personnel who provide instruction through virtual instruction;
  - B. Blended learning courses taught by certified personnel that consist of traditional classroom and online instructional techniques;
  - C. Online courses offered by the District;
  - D. Online courses offered by another Florida school district;
  - E. Enrollment in Florida Virtual School; and
  - F. Enrollment with a virtual instruction provider approved by the Florida Department of Education and contracted with the district.
- III. Students may also use the following options to meet online course requirements:

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- A. Completion of a course in which a student earns an industry certification in information technology that is identified on the CAPE Industry Certification Funding list;
  - B. Passing the information technology certification exam without enrolling in or completing the course(s); or
  - C. Passing an online content assessment that requires the student to demonstrate skill and competency in locating information and applying technology for instructional purposes without enrollment in or completion of the relevant course(s).
- IV. To participate in virtual instruction, a student must meet the eligibility requirements set forth in state law.
- A. Industry certification examinations, national assessments, and statewide assessments offered by the school district shall be available to all Florida Virtual School students.
  - B. All industry certification examinations, national assessments, and statewide assessments must be taken at the testing site approved by the district for the school to which the student would be assigned according to attendance areas, unless an alternative testing site is mutually agreed to by Florida Virtual School and the District.
- V. At the beginning of each school year, the District shall notify parents and students regarding the right and choice to participate in virtual instruction. Notification shall include eligibility requirements, the options available to the student, and the courses offered by Florida Virtual School.

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STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 1000.04, 1001.20, 1001.42, 1002.20, 1002.321,  
1002.37, 1002.45, 1002.455, 1003.02, 1003.4282,  
1003.498, 1006.29, 1007.27, 1011.62, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-6.0981, 6A-6.0982

<u>HISTORY:</u>	<u>ADOPTED:</u>
	<u>REVISION DATE(S):</u>
	<u>FORMERLY: NEW</u>

## **CHAPTER 5.00 – STUDENTS**

### **REQUIREMENTS FOR ORIGINAL ENTRY**

**5.05**

#### **POLICY:**

- I. Any student who initially enrolls in the District shall be required to present certification of immunization for those communicable diseases required by Florida Statutes.
  - A. Students who are under twenty-one (21) years of age and are attending adult education classes shall present certification of immunization for communicable diseases.
  - B. Immunization shall be as required by the State of Florida. The Superintendent shall maintain a current list of required immunizations.
  - C. A transfer student from another Florida district may be granted thirty (30) days to provide documentation of school entry health examination and certificate of immunization prior to school attendance.
  - D. Exceptions may be granted as provided in Florida Statutes.
- II. Students in Grades PK-12 who enter Florida public schools for the first time shall present evidence of a health examination within the twelve (12) month period prior to their initial entrance.
  - A. Any student who was previously enrolled in a Florida school and who seeks admission may be granted thirty (30) days to secure documentation of a school health examination.
  - B. The Superintendent may grant exceptions to this rule pursuant to Florida Statutes.



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- C. The health examination shall be completed by a health professional licensed in Florida or in the state where the examination was performed.
- III. Any student who was previously enrolled in an out-of-state public school and who seeks admission to a District school shall be admitted on the basis of admission requirements established in the state in which the student resided prior to moving to the County, except as provided in this Rule.
- IV. A student entering a District school from a private or non-public school shall be assigned to a grade based on placement tests, age, and previous school records.
- V. Any student who initially enrolls in the District shall be required to report any previous school expulsions, arrests resulting in a charge and juvenile justice actions the student has had and any prior referrals to mental health services. If the student is admitted, the student may be placed in an appropriate educational program and referred to mental health services identified by the school district, when appropriate, at the direction of the School Board. The District may waive or honor the final order of expulsion or dismissal of a student if an act would have grounds for expulsion according to the receiving District School Boards Code of Student Conduct.

### STATUTORY AUTHORITY:

1001.41; 1001.42, F.S.

### LAWS IMPLEMENTED:

1001.43; 1003.01; 1003.21; 1003.22, 1006.07 F.S.

### STATE BOARD OF EDUCATION RULE:

6A-6.024

### History:

Adopted:

Revision Date(s): 12/15/98, 11/20/01, 5/25/10

Formerly: JEC, JHCA

**ZERO TOLERANCE FOR SCHOOL- RELATED CRIMES**

**5.13\***

***POLICY:***

- I. It is essential that schools be safe and orderly to provide environments that foster learning and high academic achievement. The District shall strive to protect students, staff, visitors and volunteers from harm and to protect victims of crime from further victimization. This policy applies to conduct on School District property, school or District provided transportation and at any school or District sponsored activity. This policy implements the State Board of Education's zero tolerance policy as outlined in Florida Statutes and State Board Rule 6A-1.040.
- II. Acts that pose a serious threat to school safety are those acts that endanger the life or safety of a student, staff member or other person on campus or at a school or District sponsored activity. Students found to have committed the following offenses on school property, school-sponsored transportation or during a school-sponsored activity shall be brought before the Board for expulsion:
  - A. Such acts include but are not limited to:
    1. homicide (murder, manslaughter);
    2. sexual battery;
    3. armed robbery;
    4. aggravated battery;
    5. battery or aggravated battery on a teacher or other school personnel
    6. kidnapping or abduction;
    7. arson;

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8. possession, use or sale of any firearm or weapon;
9. possession, use or sale of a controlled substance;
10. possession, use or sale of any explosive device;
11. threat or false report to do harm related to bombs or weapons, or
12. victimization of students.

The expulsion limit is mandatory for a minimum of one (1) full year from the student's regular school.

- B. Prior to taking such action against any student, the School Board shall ensure that appropriate due process procedures are followed. If a student committing one of the offenses outlined in subsection (1) of this rule is identified as disabled and participating in a program for exceptional students, then school personnel shall follow procedures in State Board of Education Rule 6A-6.0331. This provision shall not be construed to remove a School Board's discretion in cases where mitigating circumstances may affect decisions on disciplinary action.
- C. The School Board may assign more severe consequences than normally authorized for violations of the Code of Student Conduct when the offender appears motivated by hostility toward the victim's real or perceived race, religion, color, sexual orientation, ethnicity, ancestry, national origin, political beliefs, marital status, age, social and family background, linguistic preference, or disability.
- D. Local law enforcement authorities shall be notified immediately when one of the offenses listed above is committed on school property, on school-sponsored transportation, or during a school-sponsored activity. Additionally, if the offense involves a victim, school officials shall notify the victim and the victim's parents or legal guardian if the victim is a minor, of the offense and of the victim's rights to press charges against the offender. School personnel shall

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cooperate in any investigation or other proceedings leading to the victim's exercise of rights as provided by law.

- E. The school principal shall monitor the administration of discipline of students to ensure that discipline is administered equitably without regard to real or perceived race, religion, color, sexual orientation, ethnicity, ancestry, national origin, political beliefs, marital status, age, social and family background, linguistic preference, or disability. Annually, the principal shall review school discipline data with the school advisory council in developing school improvement plans to maintain a safe and healthy school environment that protects the civil rights of all students.
- III. Acts that are considered petty misconduct may disrupt the educational process but do not endanger the life or safety of an individual. Such acts include but are not limited to:
- A. Cellular telephone violation;
  - B. Defiance of authority;
  - C. Disruption, minor;
  - D. Dress code violation;
  - E. Eating or drinking on the bus;
  - F. Forgery;
  - G. Horseplay;
  - H. Leaving campus without permission;
  - I. Lying or misrepresentation;
  - J. Profanity;
  - K. Vehicle parking violation.
- IV. The District shall establish agreements with the county sheriff's office and local police department(s) that provide for reporting conduct that threatens

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school safety and obtaining assistance from the appropriate law enforcement agency.

- V. The District shall report to the appropriate law enforcement agency any act that poses a threat to the safety or welfare of students, staff and other persons on school property or at school events or is a serious violation of law. The following acts when committed on School District property or at a District activity shall be reported to the appropriate law enforcement agency:
- A. Alcohol violation;
  - B. Alcohol, sale or distribution;
  - C. Arson;
  - D. Battery;
  - E. Bomb or biochemical threat;
  - F. Breaking and entering or burglary;
  - G. Disruption of school, major;
  - H. Drug use, sale or distribution;
  - I. Explosives, possession or use;
  - J. Extortion;
  - K. False alarm;
  - L. Firearms violation;
  - M. Gang-related activity;
  - N. Hate crime;
  - O. Illegal organization, membership;
  - P. Robbery;
  - Q. Sexual battery;

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- R. Sexual harassment;
  - S. Sexual misconduct;
  - T. Sexual offense;
  - U. Stalking;
  - V. Trespassing;
  - W. Weapons violation;
  - X. Any felony as defined by Florida Statutes.
- VI. Consultation with law enforcement is required when a student commits more than one misdemeanor, to determine if the act should be reported.
- VII. Students found to have committed one of the following offenses on school property, school sponsored transportation or during a school sponsored activity shall be expelled, with or without continuing educational services, from the student's regular school for a period of not less than one (1) full year and be referred to the criminal justice or juvenile justice system:
- A. Bringing a firearm or weapon as defined in Chapter 790, Florida Statutes, to school, to any school function, or onto any school-sponsored transportation or possessing a firearm at school.
  - B. Making a threat or false report as defined in Florida Statutes Sections 790.162 and 790.163 respectively, involving school or school personnel's property, school transportation or a school-sponsored activity.
  - C. Assault or battery on specified officials or employees in violation of Section 784.081, Florida Statutes.
  - D. Hazing as defined in 1006.135, Florida Statutes.
- VIII. When a student is formally charged with a felony or a delinquent act that would be a felony if committed by an adult, the Superintendent shall notify appropriate personnel including the principal, the transportation director, the

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student's classroom teachers, the student's bus driver and other school personnel who directly supervise the student.

- IX. The School Board may assign the student to a disciplinary program for the purpose of continuing educational services during the period of expulsion.
- X. The Superintendent may consider the one (1) year expulsion requirement on a case-by-case basis and request the School Board to modify the requirement by assigning the student to a disciplinary program or second chance school if the request for modification is in writing and it is determined to be in the best interest of the student and the school system.
- XI. If a student committing any of the offenses in this policy is a student with a disability, the School Board shall comply with the applicable State Board of Education rules.
- XII. Any student found to have committed a violation of Section 784.081(1), (2) or (3), Assault or Battery on Specified Officials or Employees shall be expelled or placed in an alternative school setting or other program as appropriate. Upon being charged with the offense, the student shall be removed from the classroom immediately and placed in an alternative school setting pending disposition.
- XIII. A student or his/her parent may request a review by the Superintendent of any disciplinary action taken by the District. Such request must be submitted in writing to the Superintendent within ten (10) days of the imposition of disciplinary action.

### **STATUTORY AUTHORITY:**

**1001.41, 1001.42, F.S.**

**LAW(S) IMPLEMENTED: 120.57(1), 775.08, 784.081, 790.162, 790.163, 985.04,**

**1001.42, 1001.43, 1001.54, 1003.31, 1006.07, 1006.08, 1006.09, 1006.13, 1006.135,**

**1006.14, 1012.28, F.S.**

### **STATE BOARD OF EDUCATION RULE(S):**

**6A-1.0404, 6A-6.03311**

### **HISTORY:**

Adopted:

Revision Date(s): 11/21/2000, 2/23/10, 3/22/2011

Formerly: New

ADMINISTRATION OF MEDICATION

5.15

POLICY:

- I. Each school principal shall designate a staff member(s) to administer medications. The staff member(s) shall be trained annually by the registered nurse at each school.
- II. Administration of medications during school hours is discouraged unless a physician determines that a student's health needs require medication during school hours. The Student Conduct and Discipline Code shall set forth provisions for administering medications.
- III. Narcotic analgesics will not be administered at school. Narcotics are known to cause decreased coordination and decreased levels of consciousness, thus presenting both impaired learning and safety issues for the student.
- IV. Medication must be transported to and from school by the parent/guardian or a responsible adult designated by the parent or guardian.
- V. Instructions for the use of the medication shall be provided in writing by the Florida licensed prescribing healthcare practitioner and/or described on the medication container provided by the Florida licensed prescribing healthcare practitioner or pharmacist.
- V. All medications shall be delivered to the school office/clinic with a Medication Authorization Form completed and signed by the student's parent(s) or legal guardian and the Florida licensed prescribing healthcare practitioner, to grant permission for administering all medication. The form must include the following:
  - A. Name of Student;
  - B. Diagnosis;
  - C. Reason the medication must be given during the school day;
  - D. Name and purpose of medication;



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- E. Time and/or condition under which the medication is to be given;
  - F. Specific instructions on the administration of the medication as stated in Section IV above;
  - G. Approximate duration of medication to include beginning and ending date;
  - H. Allergies; and
  - I. Side effects;
- VII. Receipt, Storage, Control and Return of Medications
- A. All medications being received by Suwannee District Schools, must be counted with the parent/adult delivering the medication and a school health staff person and/or a district school board 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);
  - B. All medications being returned to parents/adults shall be counted with the parent/adult receiving the medication and a school health staff person and/or a district school board employee who is returning the medication. Verification of the count shall be made in writing on the Medication Administration Log Notes by the person returning the medication(s) and the person receiving the medication(s);
  - C. All medication(s) to be administered to a student/students by designated and trained staff members while a student/students are away from school property and/or on official school business shall be counted with designated and trained staff members receiving the medication(s) and the school nurse or a school health staff person who is releasing the medication(s). Verification of the count shall be made in writing on the Medication Administration Log Notes by the person receiving the medication(s) and the person releasing the medication(s);
  - D. All medications being returned to the school nurse/school health staff by designated and trained staff members shall be counted with designated and trained staff members returning the medication(s) and the school nurse or a school health staff person who is receiving the medication(s).

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Verification of the count shall be made in writing on the Medication Administration Log Notes by the person returning the medication(s) and the person receiving the medication(s);

- E. Each prescribed medication to be administered by district school board personnel/school health staff shall be received and stored in its original container. When the medication is not in use, it shall be stored in its original container in a secure fashion under lock and key in a location designated by the school principal and/or the school nurse.
- F. Only medication in its ORIGINAL container from the store, the Florida licensed prescribing healthcare practitioner, or pharmacy will be accepted.
- G. All Non-Prescription/Over the Counter medications must be received by school board personnel /school staff in a sealed, unopened container with the student's name clearly written on the container.
- H. A separate Medication Authorization Form must be completed for each medication that must be given during school hours or school sponsored activities.

### VII. Changes to Medications

A new prescription bottle with correct labeling and a new Authorization for Medication Administration Form, completed by the student's parent(s)/guardian(s) and the Florida licensed prescribing healthcare practitioner, is required for any dosage changes.

- A. School health staff/district school board personnel cannot begin or discontinue medications, alter or change dosages or times of administration without a new, Medication Authorization Form, being completed by the parent(s)/guardian(s) and the Florida licensed prescribing healthcare practitioner.
- B. Prescription labels shall not be altered with handwriting by a parent/guardian, school board personnel, or school health staff.

### VIII. The first dosage of any new medication shall not be administered during school hours because of the possibility of an allergic reaction.

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- IX. All medication which is kept at school/on school board property shall be stored in a secure place under lock and key with the student's name attached and clearly visible (except for students who have permission to self-administer emergency medications and/or medications for asthma, pancreatic insufficiency or cystic fibrosis and/or diabetes). Only authorized district school board personnel /school staff who have been designated by the principal and/or trained by the school nurse can have access to and administer said medication.
- X. ~~District school board personnel/school staff can accept no more than a 30-day supply of prescription medications.~~

Emergency Injectable Medications such as Epi-pens, Glucagon, etc. must be accessible immediately in case of an emergency. Only these medications with the exception of inhalers will leave the building in the event of an emergency. These medications should be kept in the clinic. It is not recommended to keep emergency medications in the classroom unless the student has been checked off to self carry.

Emergency Injectable Medications may be kept in a secure but unlocked location in the clinic. If stored this way, there should be a sign on the outside of the medication cabinet indicating where the emergency medications are located.

- XI. No medications (prescription or non-prescription), with an expired prescription date or that is past the manufacturers' expiration date will be administered at school or during school sponsored activities.
- XII. Special Conditions

A student with a special health condition(s) such as asthma, pancreatic insufficiency or cystic fibrosis, diabetes, or who has experienced or is at risk for life-threatening allergic reactions, may carry and self-administer prescription medication for emergency situations and/or for the treatment of pancreatic insufficiency or cystic fibrosis, asthma and/or diabetes, as approved by his/her Florida licensed prescribing healthcare practitioner and his/her parent/guardian. The approval of the Florida licensed prescribing healthcare practitioner and the parent and information regarding the

## ***CHAPTER 5.00 – STUDENTS***

medication required in section IV and V must be on file in the principal's and/or nurse's office. A student who has permission to self-administer emergency medication and/or medication for asthma pancreatic insufficiency or cystic fibrosis, and/or diabetes may carry the medication on the bus, to and from school-sponsored events, while participating in school-sponsored activities, and while in school. The principal shall notify the bus driver and the transportation department regarding such students.

- A. The school nurse, (who is a Registered Nurse) upon performing a nursing assessment of a student, shall determine whether or not that student is ready to responsibly self-carry and 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 administer medications at school or during school-sponsored activities, the medication(s) will be administered by school health staff and/or trained district school board personnel.
- B. 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.
- C. Under NO circumstances should students show, share, dispense, or deliver prescription or non-prescription medication to another student.

### **XIII. Records**

A record shall be maintained on each student who receives any medication during school hours, including the time each dose of any medication was administered. These records shall be made available daily to the principal and authorized personnel.

### **XIV. Discontinued Medication**

When medication is discontinued, parents are required to pick up all unused medication within one week. When the school year ends, parents are required to pick up all unused medication by the end of the last student school day. Unclaimed medications will be destroyed. When medication is destroyed, this action shall be taken pursuant to 499.0121 Florida Statute, in such a manner as no one could make use of the medication or be harmed by it.

## **CHAPTER 5.00 – STUDENTS**

### **XV. Medications Administered While Students Are Away From School Property.**

The requirements for the administration of medication while students are away from school property and/or on official school business shall be the same as those while on school property. All medications including non-prescription medications that are taken on field trips or other official school business must be in the original container with the student's name clearly visible on the container, and stored under lock and key (except for students who have permission to self-administer emergency medications and/or medications for asthma, pancreatic insufficiency or cystic fibrosis, and/or diabetes). Only trained district school board personnel or school staff will administer medication away from the school site except for students who have permission to self-administer emergency medications and/or medications for asthma, pancreatic insufficiency or cystic fibrosis, and/or diabetes.

**STATUTORY AUTHORITY:**

**1001.41, 001.42, F.S.**

**LAW(S) IMPLEMENTED:** 1001.21, 1001.43, 1002.20, 1002.22, 1006.062, F.S.

**STATE DEPARTMENT OF HEALTH RULE(S):**

**64F-6.004**

**HISTORY:**

**ADOPTED: 7/25/06**

**REVISION DATE(S): 10/26/10, 8/25/2015**

**FORMERLY:**

GRIEVANCE PROCEDURES FOR STUDENTS

5.251

POLICY:

The Suwannee County School board acknowledges the right of all students to expect that neither their persons nor their characters will be violated by other students, school personnel, or campus visitors. When a student or applicant for admission feels that he/she has a complaint, every effort shall be made to resolve the problem on an informal basis. However, if this cannot be achieved, the following formal procedures shall be implemented:

A. Definitions:

1. Grievance shall mean any dispute or disagreement involving the interpretation or application of School Board policy or established practice, including claims of harassment and discrimination.
2. Grievant shall mean the student directly affected by the alleged violation.
3. School Board shall mean the Suwannee County School Board and its representatives.
4. Day shall mean a school work day.

B. Procedures:

1. Informal Discussion If a student believes he/she has a basis for a complaint/grievance, he/she shall discuss the grievance with the school principal or appropriate district level administrator within sixty (60) days of the occurrence of the alleged violation. If the complaint involves charges of harassment or discrimination, the person receiving the complaint shall notify the Equity Coordinator of the complaint within 48 hours. In turn, the Equity Coordinator will notify the student in writing of receipt of the complaint within (5) working days.
2. If the student is not satisfied with the informal resolution, he/she may, within ten (10) school days, file a formal grievance on the appropriate form and present it to the school principal or appropriate district level administrator. The administrator receiving the complaint shall

## CHAPTER 5.00 – STUDENTS

~~communicate his/her answer in writing to the student within ten (10) school days after receipt of the grievance. A copy of the answer shall be sent to the Equity Coordinator when appropriate.~~

~~3. If the student is not satisfied with the resolution in (b), he/she may file within ten (10) school days of receipt of the answer a copy of the grievance with the Superintendent. Within ten (10) working days of receipt of the grievance, the Superintendent or designee shall indicate his/her disposition in writing to the grievant, with a copy to the Equity Coordinator when appropriate.~~

~~4. If the student is not satisfied with the Superintendent's decision, he/she shall have the right to appeal the Superintendent's decision to the School Board, provided the student files a written request to be placed on the Board's meeting agenda.~~

~~5. In the event the student fails to exhaust all remedies under the above procedures, or to abide by the time limits with respect to each step, the grievance shall be considered abandoned. In the event the District fails to give its answer within the prescribed time limits, the grievant shall have the right to immediately proceed to the next step.~~

~~6. Any time limit may be extended by mutual written agreement of all parties.~~

~~C. Any interference in the investigation or any retaliation against the grievant will result in disciplinary action.~~

STATUTORY AUTHORITY: 1001.41(2), F.S.

LAW IMPLEMENTED: 1001.42(6); 1001.431; 1001.51; 447.401, F.S.

<u>History:</u>	Adopted: 3/26/02
	Revision Date(s): 2/28/06
	Formerly: New

## CHAPTER 6.00 – PERSONNEL

### REPORT OF MISCONDUCT

6.39\*

The School District of Suwannee County shall adhere to all requirements related to employee misconduct that affects the health, safety or welfare of a student.

#### I. Mandatory Reporting of Misconduct

- A. It is the duty of all employees to report to the Superintendent alleged misconduct by any School Board employee that affects the health, safety or welfare of a student. Failure of an employee to report such misconduct shall result in disciplinary action.
- B. Instructional personnel and school administrators shall report alleged misconduct of other instructional personnel or school administrators who engage in or solicit sexual, romantic, or lewd conduct with a student.

#### II. Investigation

The Superintendent shall immediately investigate any allegation of misconduct by an employee that affects the health, safety or welfare of a student.

- A. An employee who is alleged to have committed such misconduct shall be reassigned to a position not requiring direct contact with students pending the outcome of the investigation.
- B. Information related to the alleged misconduct shall be considered confidential during the investigation until the investigation is concluded with a finding to proceed or not to proceed with disciplinary action or charges and the subject of the complaint has been notified of the finding.
- C. The Superintendent shall report alleged misconduct to the Department of Education as required by Florida Statutes. The Superintendent shall report alleged misconduct of instructional personnel or school



## ***CHAPTER 6.00 – PERSONNEL***

administrator who engage in conduct that would be considered disqualifying pursuant to Section 1012.315, Florida Statutes. Failure to report such conduct to law enforcement forfeits the Superintendent's salary for up to one year.

D. The School District shall notify the parents of a student affected by an educator's violation of the district's Standards of Ethical Conduct. This notice must be provided to the parent within thirty (30) days of knowledge of the incident and inform the parent of:

1. The nature of the misconduct,
2. If the District reported the misconduct to the department in accordance with Section 1012.796, Florida Statutes,
3. The sanctions imposed against the employee, if any, and
4. The support the school district will make available to the student in response to the employee's misconduct.

### **III. Legally Sufficient Complaint**

The Superintendent shall file any legally sufficient complaint with the Department of Education within thirty (30) days after the date the District became aware of the subject matter of the complaint. A complaint is considered to be legally sufficient if it contains ultimate facts that show that an instructional or administrative employee has committed a violation as provided in 1012.795, F.S., and defined by State Board of Education rule.

### **IV. Resignation or Retirement in Lieu of Termination**

If an instructional or administrative employee resigns or retires in lieu of termination for misconduct that affects the health, safety or welfare of a

## ***CHAPTER 6.00 – PERSONNEL***

student, the Superintendent shall report the misconduct to the Department of Education as required.

### **V. Employment Reference**

A representative of the School District shall not provide an employment reference or discuss the performance of an employee with a prospective employer in an educational setting without disclosing the person's misconduct that affected the health, safety or welfare of a student. A District official shall not enter into any confidentiality agreement regarding terminated or dismissed personnel or personnel who resigned or retired in lieu of termination.

### **VI. Notification**

The policies and procedures for reporting alleged misconduct by employees that affects the health, safety or welfare of a student shall be posted in a prominent place at each school and on each school's website. The notice shall include the name of the person to whom the report is made and the consequences for misconduct.

### **VII. Protection from Liability**

- A. Any individual who reports in good faith any act of child abuse, abandonment or neglect to the Department of Children and Family Services or any law enforcement agency shall be immune from any civil or criminal liability that might result from such action.
- B. An employer who discloses information about a current or former employee to a prospective employer, at the employee's request or at the prospective employer's request, shall be immune from civil liability for such disclosure as provided by Florida Statute.

### **VIII. False or Incorrect Report**

## ***CHAPTER 6.00 – PERSONNEL***

The Superintendent, a Board member or any District official shall not sign and/or transmit any report regarding employee misconduct to a state official that he/she knows to be false or incorrect. An individual who knowingly makes a false or incorrect report shall be subject to disciplinary action as prescribed by Florida Statute.

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

**LAW(S) IMPLEMENTED:** 39.203, 112.313, 119.071, 768.095, 1001.42,  
1006.061, 1012.01, 1012.22, 1012.27,  
1012.795, 1012.796, F.S.

**STATE BOARD OF EDUCATION RULE(S):** 6A-10.081

<b>HISTORY:</b>	<b>ADOPTED: 11/18/08</b> <b>REVISION DATE(S): 1/28/2014, 6/28/2016</b> <b>FORMERLY: NEW</b>
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## CHAPTER 6.00 – PERSONNEL

### GRIEVANCE COMPLAINT PROCEDURE FOR PERSONNEL

6.50\*

#### POLICY:

Whenever an employee feels that he or she has a complaint, every effort is to be made to arrive at a satisfactory resolution of the problem on an informal basis. When this cannot be done, employees not covered by a collective bargaining complaint procedure, can resort to the more formal procedures as provided herein. If the collective bargaining agreement is silent on an issue this procedure may be used by the employee.

~~The School Board and the Superintendent recognize the importance of maintaining good morale among their employees. Therefore, problems which occur require the sincere efforts of all persons concerned to work toward constructive solutions of such problems in an atmosphere of courtesy and cooperation. Whenever an employee or applicant for employment feels that he / she has a complaint, every effort shall be made to arrive at a satisfactory resolution of the problem on an informal basis. When this cannot be achieved, the following more formal procedures shall be implemented.~~

#### I. Definitions:

- A. Complaint ~~“Grievance”~~ shall mean any dispute or disagreement involving the interpretation or application of any existing School Board rule or established practice, ~~including claims of harassment and discrimination.~~ It does not include disputes involving the interpretation or application of a collective bargaining agreement, or any provision thereof. Such disputes shall be resolved through the grievance procedure in the collective bargaining agreement.
- B. Complainant ~~“Grievant”~~ shall mean any employee, applicant for employment or group of employees, the United Teachers of Suwannee County, or the Non-instructional Personnel of the

## CHAPTER 6.00 – PERSONNEL

C. *Employer* shall mean the School Board or its representatives.

D. *Day* shall mean a working day.

### II. Time Limits -

The number of days indicated at each level is to be considered the maximum. Time limits may be extended by mutual agreement between the parties.

### III. Released Time -

The complaint grievance procedure shall normally be completed during non-work time. However, if the School Board elects to carry out such procedures provisions during work time, the grievant complainant shall lose no pay.

### IV. Grievance Complaint Procedures:

A. Informal discussion - If an employee ~~or applicant for employment~~ believes there is a basis for grievance complaint, he / she shall discuss the grievance complaint with his / her immediate supervisor (except in cases of discrimination or harassment allegations involving the supervisor, in which case they shall report to the Equity Coordinator) or personnel officer within five (5) sixty (60) days of the occurrence of the alleged violation except in cases involving harassment or discrimination in which sixty (60) days will be allowed. ~~The Supervisor shall send a written statement of the discussion to the Equity Coordinator. The Equity Coordinator will correspond with the Supervisor regarding the written statement.~~

## ***CHAPTER 6.00 – PERSONNEL***

- B. Level one - If the grievant complainant is not satisfied with the informal resolution he / she may, within ten (10) days, file a formal complaint grievance on the proper form and deliver it to his / her immediate supervisor or alternate personnel officer. The supervisor or alternate shall communicate his / her answer in writing to the grievant complainant within ten (10) days after receipt of the complaint grievance. Class complaints grievances involving more than one (1) supervisor and complaints grievances involving an administrator above the building level may be filed by the grievant complainant at level two. ~~A copy of the Level One written grievance shall be sent to the Equity Coordinator who will be responsible for investigating the grievance.~~
- C. Level two - If the grievant complainant is not satisfied with the resolution at level one, he / she may, within ten (10) days of the answer, file a copy of the complaint grievance with the Superintendent. Within ten (10) days of receipt of the complaint grievance, the Superintendent or designee shall indicate his / her disposition in writing to the grievant complainant.
- D. School Board Appeal - If the grievant complainant is not satisfied with the resolution by the Superintendent, he / she shall have the right to appeal the Superintendent's decision to the School Board; provided a request for placement on the School Board agenda is filed within ten (10) days.
- ~~4. Summary - In the event the grievant fails to exhaust all remedies under the grievance procedure provided above, or to abide by the time limits with respect to each step, the grievance shall be presumed to be abandoned and the matter shall be settled in accordance with the District's last answer thereto or in accordance with negotiated agreement. In the event the District fails to give its answer at any step within the time limits~~

## CHAPTER 6.00 – PERSONNEL

~~prescribed, the grievant shall have the right to proceed immediately to the next step. Any time limit may be extended by written mutual agreement of the grievant and the District. Any settlement of a grievance shall be applicable to that grievance only and shall not be binding authority for the disposition of any other grievance.~~

- V. Confidentiality and protection from retaliation will be provided to the extent possible to any employee, student, applicant or affected party who alleges discrimination or harassment.

~~Any interference in the investigation or any retaliation against the grievant will result in disciplinary action.~~

STATUTORY AUTHORITY: 1001.41; 1012.22; 1012.33, F.S.

LAWS IMPLEMENTED: 447.401, 1001.41; 1001.49;  
1012.22; 1012.27; F.S.

<u>History:</u>	Adopted: Revision Date(s): 3/26/02 Formerly: GBM
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**AN AGREEMENT**

**Between**

**SUWANNEE COUNTY SCHOOL BOARD**

**and**

**Lafayette Operations, LLC  
d/b/a Lafayette Nursing and Rehabilitation Center**

This Agreement begins on the date of execution by both parties, between the Suwannee County School Board (SCSB) and Lafayette Operations, LLC, d/b/a Lafayette Nursing and Rehabilitation Center, Mayo, Florida (Healthcare Agency).

Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,

Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician and Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

**I. GENERAL CONDITIONS**

1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.
2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.
3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of one year beginning on the date of execution by both parties through June 30, 2019; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.



5. The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.
6. The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.
7. The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.
8. The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Patient Care Technician program.

## **II. THE HEALTHCARE AGENCY'S RESPONSIBILITY**

1. To share in the responsibility for the education of health care students in the Patient Care Technician and Practical Nurse programs through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.
2. Students shall be selected for the programs by the RTC.
3. To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.
4. To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.
5. To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.
6. To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.
7. Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.
8. The responsibility for the patient remains with the Healthcare Agency.

## **III. THE RTC'S RESPONSIBILITY**

1. The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.
2. Ascribes to equal access/equal opportunity; endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.
6. To be responsible for the educational supervision of students in the program.
7. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be submitted in writing, following a verbal request, to the appropriate school administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencing of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

#### **IV. HIPAA REQUIREMENTS**

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

**V. LIABILITY OF PARTIES**

1. Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

**VI. INDEMNIFICATION**

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC 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 related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

**VII. PUBLIC RECORDS**

For all contractors as set forth in Section 119.0701, Florida Statutes (2018) see EXHIBIT A which is incorporated by reference herein.

**VIII. GOVERNING LAW AND VENUE**

- 1.1 This Agreement 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 Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.
- 1.2 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 Agreement.

**IX**

**RELEASE OF STUDENT RECORDS**

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.

**SUWANNEE COUNTY SCHOOL BOARD**

**Live Oak, Florida**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Ted L. Roush  
Superintendent of Schools

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Jerry Taylor, Chairman  
Suwannee County School Board

**Lafayette Operations, LLC  
d/b/a Lafayette Nursing and Rehabilitation Center  
512 W. Main Street  
Mayo, FL 32066**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
TITLE: \_\_\_\_\_

Suwannee County School Board Approved on \_\_\_\_\_.

**EXHIBIT A**

**Public Records Law Requirements  
under Chapter 119.0701, Florida Statutes (2018)**

**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 1729 WALKER AVENUE, SW, SUITE 200, LIVE OAK, FL 32064.**

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes (2018), 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 (2018), 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 (2018).

# SUWANNEE COUNTY SCHOOL DISTRICT



Office of Student Services

1729 Walker Avenue, SW Suite 200 Live Oak, Florida 32064

## Student Contact Report

Date: \_\_\_\_\_ Student Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Student ID#: \_\_\_\_\_ School: \_\_\_\_\_

Homeroom Teacher: \_\_\_\_\_ Grade: \_\_\_\_\_

### Area of Concern:

- |                                     |   |  |
|-------------------------------------|---|--|
| <input type="checkbox"/> ADHD/ADD   | <input type="checkbox"/> Family Issues      | <input type="checkbox"/> Substance Abuse |
| <input type="checkbox"/> Anxiety    | <input type="checkbox"/> Grief              | <input type="checkbox"/> Other: _____    |
| <input type="checkbox"/> Conduct    | <input type="checkbox"/> Peer Relationships |  |
| <input type="checkbox"/> Depression | <input type="checkbox"/> Stress/Coping      |  |

### Behavioral Concerns? Suicide Risk?

☐ Yes ☐ No ☐ Yes ☐ No

### Threat to Others?

☐ Yes ☐ No

### If yes, check box for action/s taken:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> File Review             | <input type="checkbox"/> Suicide Risk Assessment | <input type="checkbox"/> Threat Assessment |
| <input type="checkbox"/> Parent/Guardian Contact | <input type="checkbox"/> Structured Interview    | <input type="checkbox"/> Other: _____      |

**Explain:** (Please explain below)

**Response to Intervention/RTI?** ☐ Yes ☐ No

☐ Tier 2 ☐ Tier 3 ☐ Behavior ☐ Math ☐ Reading

**Recommendations:** (Please explain below)

Report Completed By: (Print) \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# SUWANNEE COUNTY SCHOOL DISTRICT



**Office of Student Services**  
1729 Walker Avenue, SW, Suite 200  
Live Oak, Florida 32064  
386-647-4630

## **AUTHORIZATION FOR USE OR DISCLOSURE OF HEALTH INFORMATION TO AND FROM SCHOOL DISTRICTS**

Completion of this document authorizes the disclosure and/or use of individually identifiable health information, as set forth below, consistent with Federal laws (including HIPAA) concerning the privacy of such information. Failure to provide all information requested may invalidate this authorization.

**Patient/Student Name:**

*First, Middle Initial, Last*

**Date of Birth:**

**I, the undersigned, do hereby authorize (name of agency and/or health care providers):**

(1)

(2)

**to provide health information from the above-named child's medical record to and from:**

*School District to which Disclosure is Made*

*Address/ City and State/ Zip Code*

*Contact Person at School District*

*Area Code and Telephone Number*

**The disclosure of health information is required for the following purposes:**

**Requested information of health information is required for the following purpose:**

Requested information shall be limited to the following: ☐ All minimum necessary health information; or ☐ Disease-specific information as described:

**DURATION:** This authorization shall become effective immediately and shall remain in effect until \_\_\_\_\_ (enter date) or for one year from the date of signature, if no date entered.

**RESTRICTIONS:** Law prohibits the Requestor from making further disclosure of my health information unless the Requestor obtains another authorization from from me or unless such disclosure is specifically required or permitted by law.

**YOUR RIGHTS:** I understand that I have the following rights with respect to this Authorization: *I may revoke this Authorization at anytime. My revocation must be in writing, signed by me or on my behalf, and delivered to the health care agencies/persons listed above. My revocation will be effective upon receipt but will not be effective to the extent that the Requestor or others have acted in reliance to this Authorization.*

**RE-DISCLOSURE:** I understand that the Requestor (School District) will protect this information as prescribed by the Family Educational Rights and Privacy Act (FERPA) and that the information becomes part of the student's educational record. The information will be shared with individuals working at or with the School District for the purpose of providing safe, appropriate, and least restrictive educational settings and school health services and programs.

I have a right to receive a copy of this Authorization. Signing this Authorization may be required in order for this student to obtain appropriate services in the educational setting.

### **APPROVAL:**

*Printed Name*

*Signature*

*Date*

*Relationship to Patient/ Student*

*Area Code and Telephone Number*

# SUWANNEE COUNTY SCHOOL DISTRICT



**Office of Student Services**  
1729 Walker Avenue, SW, Suite 200  
Live Oak, Florida 32064  
386-647-4630

## Parental/Guardian Notice Consent for Evaluation

Person/Entity Requesting Evaluation:

- ☐ Parent/Guardian ☐ School Team  
☐ Other:

Student: \_\_\_\_\_

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

Grade: \_\_\_\_\_ DOB: \_\_\_\_\_

Based upon an appropriate referral for an initial ESE evaluation, the school district seeks to conduct a full and comprehensive individual evaluation of your child to determine whether your child is in need of ESE services. The evaluation is proposed based on your child's educational performance and review of any MTSS or other evaluative information, as well as observations and conference information, or because you have requested an evaluation for ESE services. Your consent for an initial evaluation will not be construed as consent for initial provision of ESE services.

The following educational options have been considered or used with your child but determined to be insufficient in meeting his/her educational needs and are rejected as the primary method for assisting your child:

- ☐ N/A - The evaluation has been requested by the parent(s)/guardian ☐ Academic Interventions ☐ Behavioral Interventions

### Do you consent for SCSD to conduct an evaluation or secure information, if necessary, of your child in the areas listed below?

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Academic Achievement Assessment           | <input type="checkbox"/> Hearing Screening                   | <input type="checkbox"/> Pragmatics Checklist         |
| <input type="checkbox"/> Adaptive Behavior Assessment              | <input type="checkbox"/> Individual Intellectual Evaluation  | <input type="checkbox"/> Review Medical Documentation |
| <input type="checkbox"/> Assistive Technology Evaluation/Screening | <input type="checkbox"/> Individual Psychological Evaluation | <input type="checkbox"/> Review RTI Data              |
| <input type="checkbox"/> Autism Checklist                          | <input type="checkbox"/> Language Evaluation                 | <input type="checkbox"/> Social Developmental History |
| <input type="checkbox"/> Behavioral Observations/Assessments       | <input type="checkbox"/> Learning Abilities Evaluation       | <input type="checkbox"/> Speech Evaluation            |
| <input type="checkbox"/> Developmental Assessments                 | <input type="checkbox"/> Occupational Therapy Evaluation     | <input type="checkbox"/> Vision Screening             |
| <input type="checkbox"/> Functional Behavior Assessment            | <input type="checkbox"/> Physical Therapy Evaluation         | <input type="checkbox"/> Other: _____                 |
| <input type="checkbox"/> Gifted Checklist                          |  |   |

*You will be advised of the results of the assessment(s). Please keep your copy of signed consent.  
If you have any questions, please feel free to call Suwannee County Schools Student Services at (386)-647-4630.*

### PARENT/GUARDIAN CONSENT FOR INITIAL EVALUATION

- ☐ YES, I give consent for initial evaluation and have received a copy of the Notice of Procedural Safeguards.
- ☐ NO, I do not give consent for initial evaluation for the following reasons: \_\_\_\_\_

Parent/Guardian  
Signature: \_\_\_\_\_

Print  
Name: \_\_\_\_\_

Today's Date: \_\_\_\_\_

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

*As parent(s)/guardian(s) of a child with a disability, you have certain protections under the attached Procedural Safeguards of the Individuals with Disabilities Education Act. For a gifted student, you have protections under Rule 6A-6.03313, FAC.  
Further explanation of rights and copies may be obtained from the ESE Coordinator at 647-4630.  
Consent copy sent to ESE File, ESE Office, School, and Parent/Guardian/Adult Student.*



# SUWANNEE COUNTY SCHOOL DISTRICT



## Office of Student Services

1729 Walker Avenue, SW, Suite 200 Live Oak, Florida 32064

### Eligibility Determination and Staffing Form

Parent/Legal Guardian/Surrogate: _____		Student: _____	ID#: _____
Address: _____		School: _____	Grade: _____
Language: _____		DOB: _____	Sex: _____ Race: _____
Primary Phone: _____	Cell: _____	Ambulatory: <input type="checkbox"/> Yes <input type="checkbox"/> No	Section 504: <input type="checkbox"/> Yes <input type="checkbox"/> No

#### ELIGIBILITY RECOMMENDATIONS

The School Eligibility Staffing committee, which reviewed educational information about the student, met on \_\_\_\_\_ to consider educational services to meet your child's needs. This was the purpose of the meeting and this notice explains why the committee proposes or refuses to take the actions listed.

<input type="checkbox"/> Meets eligibility criteria for _____
<input type="checkbox"/> Is recommended for change in eligibility from _____ to placement in _____
<input type="checkbox"/> Is already enrolled in _____ and meets/does not meet ( <i>circle one</i> ) current criteria for _____
<input type="checkbox"/> Is recommended for dismissal from Exceptional Student Education (ESE) based on the IEP/EP team meeting, which reviewed reevaluation data indicating the student will be successful in the general curriculum without ESE support.
<input type="checkbox"/> Does not meet eligibility criteria for an ESE program at this time, based on review of evaluation data. The committee considered eligibility for specially designed instruction and services were determined not to be needed.
<input type="checkbox"/> Programs for which student is eligible: _____
<input type="checkbox"/> Transfer Student

#### EVALUATION INSTRUMENTS ADMINISTERED

Name/Description/Date

#### ELIGIBILITY REVIEW

*Eligibility is based on ESE Director/Designee review of evaluation data and the staffing committee's recommendations. Please write comments below.*

#### PLACEMENT RECOMMENDATIONS

If your child is eligible for ESE, the district proposes to place your child as indicated on the Individual Educational Plan, in order to meet the child's educational needs. All of the following placement options were considered. Final recommendation is indicated by checks:

<input type="checkbox"/> Regular Class (80 - 100%)	<input type="checkbox"/> Special Day School	<input type="checkbox"/> Provide least restrictive environment	<input type="checkbox"/> Other factors relevant to this proposal may include: ( <i>Write below</i> )
<input type="checkbox"/> Resource Room (40 - 79%)	<input type="checkbox"/> Individual instruction in a home or hospital	<input type="checkbox"/> Provide the appropriate program	
<input type="checkbox"/> Separate Class (39% or less)	<input type="checkbox"/> Other ( <i>specify</i> ) _____	<input type="checkbox"/> Other ( <i>specify</i> ) _____	

#### PARENT/GUARDIAN CONSENT FOR INITIAL PLACEMENT:

Consent for placement is required for the first time the student is placed in an ESE Program. We undersigned parent(s)/guardian(s) of above named student

<input type="checkbox"/> 1) Agree to his/her placement
<input type="checkbox"/> 2) Do Not Agree to his/her placement in the Exceptional Student Education Program.

I understand that Parent/Guardian consent is required only before initial placement.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Today's Date

#### COMMITTEE MEMBERS

\_\_\_\_\_  
ESE Director/Designee

\_\_\_\_\_  
Parent

\_\_\_\_\_  
Evaluation Specialist

\_\_\_\_\_  
Student (age 14 & above)

\_\_\_\_\_  
Principal/Designee

\_\_\_\_\_  
Guidance Counselor

\_\_\_\_\_  
ESE Teacher

\_\_\_\_\_  
Speech/Language Pathologist

\_\_\_\_\_  
Regular ED Teacher

\_\_\_\_\_  
Other

*As parent(s)/guardian(s), you have certain protections under the attached Safeguards of the Individuals with Disabilities Education Act. For your gifted student, you have protections under the Procedural Safeguards under Rule 6A-6.03313, FAC. Further explanation of rights and copies may be obtained from the ESE Coordinator at 647-4630.*

# SUWANNEE COUNTY SCHOOL DISTRICT



## Office of Student Services

1729 Walker Avenue, SW, Suite 200 Live Oak, Florida 32064

### Parental/Guardian Notice Consent for REEVALUATION

Parent/Guardian: _____	Student: _____
Last Reevaluation Date: _____	School: _____
Disability(ies): _____	DOB: _____ Grade: _____

A reevaluation is proposed for your child. This process involves gathering and reviewing information obtained on your child to assist us in determining whether he/she needs to continue in the special programs in which he/she is placed. The evaluation procedures, tests, records, and reports used as a basis for the proposal to reevaluate included the following:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Academic Assessment             | <input type="checkbox"/> Intellectual Assessments            | <input type="checkbox"/> Observations by Teachers/Related Provider |
| <input type="checkbox"/> Academic Grades                 | <input type="checkbox"/> Learning Abilities Assessment       | <input type="checkbox"/> Progress Monitoring Data                  |
| <input type="checkbox"/> Achievement Tests               | <input type="checkbox"/> Manifestation Determination         | <input type="checkbox"/> Psychological Reports                     |
| <input type="checkbox"/> Assistive Technology Evaluation | <input type="checkbox"/> Medical Information                 | <input type="checkbox"/> Sensory Screening                         |
| <input type="checkbox"/> Classroom-Based Assessments     | <input type="checkbox"/> Parent Input                        | <input type="checkbox"/> Speech/Language Evaluations               |
| <input type="checkbox"/> Classroom or State Assessments  | <input type="checkbox"/> Personality Evaluation              | <input type="checkbox"/> Other: _____                              |
| <input type="checkbox"/> Cumulative Folder               | <input type="checkbox"/> Positive Behavior Intervention Plan |  |
| <input type="checkbox"/> Functional Behavior Assessment  | <input type="checkbox"/> Previous Referrals                  |  |

#### We have considered the following options for your child:

- ☐ A more frequent reevaluation. ☐ Meet the 3-year reevaluation. ☐ No formal testing recommended (refer to Questionnaire)

#### Reevaluation Questions: The team has answered these six questions:

- ☐ Yes ☐ No 1) Is more information needed to determine if this is still a student with a disability?
- ☐ Yes ☐ No 2) Is more information needed to determine the present levels of performance?
- ☐ Yes ☐ No 3) Is more information needed to determine if student needs ESE services?
- ☐ Yes ☐ No 4) Is more information needed to determine if there is a need to modify the IEP or support participation in the general curriculum?
- ☐ Yes ☐ No 5) Is more information needed to determine whether special considerations (communication or behavior) are interfering with the student's progress?
- ☐ Yes ☐ No 6) Is more information needed to determine appropriate placement?

The other option was rejected as it did not meet the needs of your child, or was not necessary at this time. The evaluator will select specific tests from below, based on your child's needs and as deemed appropriate.

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Academic Achievement Assessment                               | <input type="checkbox"/> Hearing Screening                   | <input type="checkbox"/> Pragmatics Checklist         |
| <input type="checkbox"/> Adaptive Behavior Assessment                                  | <input type="checkbox"/> Individual Intellectual Evaluation  | <input type="checkbox"/> Review Medical Documentation |
| <input type="checkbox"/> Assistive Technology Evaluation/Screening                     | <input type="checkbox"/> Individual Psychological Evaluation | <input type="checkbox"/> Review RTI Data              |
| <input type="checkbox"/> Autism Checklist  | <input type="checkbox"/> Language Evaluation                 | <input type="checkbox"/> Social Developmental History |
| <input type="checkbox"/> Behavioral Observations/Assessments                           | <input type="checkbox"/> Learning Abilities Evaluation       | <input type="checkbox"/> Speech Evaluation            |
| <input type="checkbox"/> Developmental Assessments                                     | <input type="checkbox"/> Occupational Therapy Evaluation     | <input type="checkbox"/> Vision Screening             |
| <input type="checkbox"/> Functional Behavior Assessment                                | <input type="checkbox"/> Physical Therapy Evaluation         |   |
| <input type="checkbox"/> If other factors were relevant, they may have included: _____ |  |   |

#### PARENT/GUARDIAN CONSENT FOR REEVALUATION

- ☐ YES, I give consent for reevaluation and have received a copy of the Notice of Procedural Safeguards.
- ☐ NO, I do not give consent for reevaluation for the following reasons: \_\_\_\_\_

Parent/Guardian Signature

Print Name

Today's Date

#### The reevaluation review team reviewed data on \_\_\_\_\_ (date) and included:

ESE Director/Designee

Parent

Evaluation Specialist

Student (age 14 & above)

ESE Teacher

Other

Regular ED Teacher

Other

You will be contacted to set up an appointment to review evaluation results and other reports on your child. Please keep your copy of signed consent.

If you have any questions, please feel free to call Suwannee County Schools Student Services at (386)-647-4630.

As parent(s)/guardian(s) of a child with a disability, you have certain protections under the attached Procedural Safeguards of the Individuals with Disabilities Education Act. Further explanation of rights and copies may be obtained from the ESE Coordinator at 647-4630. Consent copy sent to ESE File, ESE Office, School, and Parent/Guardian/Adult Student.

# SUWANNEE COUNTY SCHOOL DISTRICT



*Office of Student Services*  
1729 Walker Avenue, SW, Suite 200  
Live Oak, Florida 32064  
386-647-4630

## Social/Developmental History Interview Questionnaire

### I. Identifying Information:

Student's Name: \_\_\_\_\_

Student's Race: \_\_\_\_\_ Current Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Sex: ☐ Male ☐ Female

Student's Home Address: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Emergency Phone Number: \_\_\_\_\_

Father's Name: \_\_\_\_\_ Father's Age: \_\_\_\_\_ Legal Guardian: ☐ Yes ☐ No

Father's Occupation: \_\_\_\_\_ Father's Last Grade Completed in School: \_\_\_\_\_

Mother's Name: \_\_\_\_\_ Mother's Age: \_\_\_\_\_ Legal Guardian: ☐ Yes ☐ No

Mother's Occupation: \_\_\_\_\_ Mother's Last Grade Completed in School: \_\_\_\_\_

With Whom Does the Student Live? (Name, Age, Relationship) \_\_\_\_\_

List of Other Family Members Living in Home: (Name, Age, Relationship) \_\_\_\_\_

### II. Medical Information:

Physician's Name: \_\_\_\_\_ Date of Last Examination: \_\_\_\_\_

Student Medications: \_\_\_\_\_

Description of Student's General Health: \_\_\_\_\_

Head Injury: ☐ Yes ☐ No Hospitalization: ☐ Yes ☐ No

### III. Pregnancy:

Check One: ☐ Normal Full Term ☐ Premature ☐ Overdue Place of Birth: \_\_\_\_\_ Birth Weight: \_\_\_\_\_

Describe Any Illnesses of Mother During Pregnancy: \_\_\_\_\_

Any Complications or Difficulties about the Birth? \_\_\_\_\_

Did the Baby have any Illnesses Immediately After Birth? \_\_\_\_\_

Mother During Pregnancy: ☐ Took Prescribed Medications \_\_\_\_\_ ☐ Took Non-prescribed Medications \_\_\_\_\_

☐ Smoking (#packs): \_\_\_\_\_ ☐ Alcohol (How much per day): \_\_\_\_\_ ☐ Unknown

### IV. Developmental History:

Age Sat Up: \_\_\_\_\_ Age Walked: \_\_\_\_\_ Age First Word: \_\_\_\_\_ First Word: \_\_\_\_\_

Age Toilet Training Began? \_\_\_\_\_ Age Toilet Trained? \_\_\_\_\_

Any Problems with Toilet Training ☐ Yes ☐ No Any Problems Learning to Walk or Talk? ☐ Yes ☐ No

Attended Pre-Kindergarten? ☐ Yes ☐ No Attended Kindergarten? ☐ Yes ☐ No

Attended Other Program? ☐ Yes ☐ No Retained? (List grade/s) ☐ Yes ☐ No

### Parent/Guardian Concerns:

Respondent's Name: \_\_\_\_\_ Date: \_\_\_\_\_ Interviewer's Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_

# Distrito Escolar del Condado de Suwannee



## Oficina de Servicios Estudiantiles

1729 Walker Avenue, SW Suite 200

Live Oak, Florida 32064

386-647-4630

## Entrevista de Historia Social/Desarrollo

### I. Información de Identificación:

Nombre del Estudiante: \_\_\_\_\_ Fecha de Nacimiento: \_\_\_\_\_  
Raza del Estudiante: \_\_\_\_\_ Edad Actual: \_\_\_\_\_ Sexo: ☐ Masculino ☐ Femenino  
Dirección del Estudiante: \_\_\_\_\_  
Numero de Teléfono: \_\_\_\_\_ Numero de Teléfono de Emergencia: \_\_\_\_\_  
Nombre del Padre: \_\_\_\_\_ Edad de Padre: \_\_\_\_\_ Guardian Legal: ☐ Sí ☐ No  
Ocupación: \_\_\_\_\_ Último Grado Completado en la Escuela: \_\_\_\_\_  
Nombre de la Madre: \_\_\_\_\_ Edad de la Madre: \_\_\_\_\_ Guardian Legal: ☐ Sí ☐ No  
Ocupación: \_\_\_\_\_ Ultimo Grado Completado en la Escuela: \_\_\_\_\_  
¿Con quién vive el estudiante? (Nombre, Edad, Relación) \_\_\_\_\_  
Otros Miembros de la familia con quien vive: (Nombre, Edad, Relación) \_\_\_\_\_

### II. Información Medica:

Nombre Del Medico: \_\_\_\_\_ Fecha de la última examinación: \_\_\_\_\_  
Medicinas que el estudiante toma: \_\_\_\_\_  
Descripción de la salud general del estudiante: \_\_\_\_\_  
Lesión craneal: ☐ Sí ☐ No Hospitalización: ☐ Sí ☐ No

### III. Embarazo:

Escoja Una: ☐ Normal ☐ Prematuro ☐ Pasado de tiempo Lugar de Nacimiento: \_\_\_\_\_ Peso de nacimiento: \_\_\_\_\_  
Describa algunas enfermedades durante el Embarzo: \_\_\_\_\_  
¿Alguna complicación o dificultad durante el parto? \_\_\_\_\_  
¿El bebé tuvo alguna enfermedad inmediatamente después de nacer? \_\_\_\_\_  
Madre durante el embarazo: ☐ Tomó medicamentos recetados ☐ Tomó medicamentos no recetados  
☐ Fumar (#paquetes): \_\_\_\_\_ ☐ Alcohol (cuánto por día): \_\_\_\_\_

### IV. Historia de Desarrollo:

¿A qué edad se sentó: \_\_\_\_\_ Edad camino: \_\_\_\_\_ Edad primera palabra: \_\_\_\_\_ Primera Palabra: \_\_\_\_\_  
¿Cuándo empezó el entrenamiento para usar el baño? \_\_\_\_\_ ¿A qué edad uso el baño solo(a)? \_\_\_\_\_  
¿Algún problema con el entrenamiento para usar el baño? ☐ Sí ☐ No ¿Asistió algún programa de pre-k? ☐ Sí ☐ No  
¿Algún problema aprendiendo a hablar o caminar? ☐ Sí ☐ No ¿Asistió kindergarten? ☐ Sí ☐ No  
¿Asistió algún otro programa? ☐ Sí ☐ No Grados Retenidos? (Lista) ☐ Sí \_\_\_\_\_ ☐ No

### Preocupaciones de los padres/tutores:

Nombre del Encuestado: \_\_\_\_\_ Fecha: \_\_\_\_\_ Nombre del Entrevistador: \_\_\_\_\_ Fecha: \_\_\_\_\_

# SUWANNEE COUNTY SCHOOL DISTRICT



## Office of Student Services

1729 Walker Avenue, SW, Suite 200 Live Oak, Florida 32064

### Physician's Statement

The Suwannee County School District seeks information from you for the purpose of education planning. The student has been referred by his/her teacher/parent due to difficulties in school. Please complete the sections below to assist us in determining eligibility and in providing appropriate educational services for this student. Please complete the form, sign, and return to the address or fax number below. This form must be signed by a **Medical Doctor**.

School: \_\_\_\_\_ School Contact: \_\_\_\_\_

School Address: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Fax #: \_\_\_\_\_

Student Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Grade: \_\_\_\_\_

1) What is the student's medical diagnosis? *(Please include a description of the impairment)*

2) I have prescribed the following medication(s) to treat symptoms of this medical condition:

3) Date of last physical examination:

4) How might the diagnosis(es) impact the student's learning in the educational environment?

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Difficulty Following Directions  | <input type="checkbox"/> Frequent Absences    | <input type="checkbox"/> Limited Alertness/Attention |
| <input type="checkbox"/> Disorganized   | <input type="checkbox"/> Heightened Alertness | <input type="checkbox"/> Limited Concentration       |
| <input type="checkbox"/> Distractible   | <input type="checkbox"/> Hyperactive          | <input type="checkbox"/> Limited Strength            |
| <input type="checkbox"/> Easily Frustrated  | <input type="checkbox"/> Hypoactive           | <input type="checkbox"/> Tires Easily                |
| <input type="checkbox"/> Focus  | <input type="checkbox"/> Impulsive/Excitable  |  |
| <input type="checkbox"/> Limited Ability to Move, Sit, or Manipulate Materials in the Learning Environment. |   |  |
| <input type="checkbox"/> Other: _____   |   |  |

Physician's Printed Name: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Physician's Signature: \_\_\_\_\_ Office Number: \_\_\_\_\_

Physician's Mailing Address: \_\_\_\_\_



***Mission:*** *To protect, promote & improve the health of all people in Florida through integrated state, county, and community efforts.*

## **2018 – 2020 School Health Services Plan**

**for**

**Suwannee County**

**Due by September 15, 2018**

**E-mail Plan as an Attachment to:**

**HSF.SH\_Feedback@flhealth.gov**

### 2018 - 2020 School Health Services Plan Signature Page

My signature below indicates that I have reviewed and approved the 2018 - 2020 School Health Services Plan and its local implementation strategies, activities, and designations of local agency responsibility as herein described:

Position	Name and Signature	Date
Local Department of Health Administrator / Director	Kerry Waldron	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
Local Department of Health Nursing Director	Cindy Morgan	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
Local Department of Health School Health Coordinator	Jessica Hadden	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School Board Chair Person	Jerry Taylor	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School District Superintendent	Ted Roush	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School District School Health Coordinator	Michele Howard	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School Health Advisory Committee Chairperson	Patricia Nixon	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School Health Services Public / Private Partner	N/A	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>

## **SUMMARY – SCHOOL HEALTH SERVICES PLAN 2018–2020**

Statutory Authority: Section 381.0056, Florida Statute (F.S.) requires each local Department of Health to develop, jointly with the school district and school health advisory committee, a School Health Services Plan (referred herein as the “Plan”) that outlines the provisions and responsibilities to provide mandated health services in all public schools. Chapter 64F-6.002, Florida Administrative Code (F.A.C.) requires the plan to be completed biennially.

**The Plan format is arranged in 3 parts relating to the services provided and funding streams, as follows:**

- Part I: Basic School Health Services - General school health services which are available to all students in Florida’s public and participating non-public schools in all 67 school districts.
- Part II: Comprehensive School Health Services – include increased services in section 381.0057, Florida Statutes, for student health management, interventions and classes. These services promote student health; reduce high-risk behaviors and their consequences (substance abuse, unintentional/intentional injuries, and sexually transmitted diseases); provide pregnancy prevention classes and interventions; and provide support services to promote return to school after giving birth.
- Part III: Health Services for Full Service Schools (FSS) – Includes basic school health services and additional specialized services that integrate education, medical, social and/or human services such as nutrition services, basic medical services, aid to dependent children (temporary assistance for needy families (TANF)), parenting skills, counseling for abused children, counseling for children at high risk for delinquent behavior and their parents or guardian, and adult education to meet the needs of the high-risk student population and their families. These services are required of schools as defined in section 402.3026, Florida Statutes.

**The Plan contains 4 columns, as follows:**

- Column 1 –Requirements and References. This column includes Florida Statutes, Administrative Codes and references demonstrating best practices related to school health.
- Column 2 – Program Standards. This column provides specific requirements related to the statutes, administrative code and references listed in Column 1.
- Column 3 – Local Agency(s) Responsible. The local agencies (Department of Health, Educational Agency (LEA), and School Health Advisory Committee (SHAC)) determine the responsibilities for providing the services described columns 1 and 2.
- Column 4 – Local Implementation Strategy & Activities. This column describes the implementation strategies and activities to fulfill requirements in columns 1 and 2.



## PART I: BASIC SCHOOL HEALTH SERVICES

Requirements/References	Program Standards	Local Agency(s) Responsible	Local Implementation Strategy & Activities
<b>1. School Health Services Plan; District Wellness Policy; Comprehensive School Health Services; Full Service Schools:</b> School Health Services Act: s. 381.0056, F.S.; Chapter 64F-6.002, F.A.C.; Florida Nurse Practice Act: Chapter 464 Nursing Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools (Rev. 2010); ss. 1003.453, F.S., 381.0057, F.S., 402.3026, F.S.	1a. Each local school health services plan shall be completed biennially and approved and signed by, at a minimum, the superintendent of schools, the school board chairperson, and the local CHD medical director/administrator.	Suwannee County School District, Department of Health-Suwannee	School Health Coordinators from DOH and SCSD will complete School Health Plan biennially for approval by SCSD Superintendent, SCSD Chair person, and DOH Administrator.
	1b. The local school health services plan shall be reviewed each year for the purpose of updating the plan. Amendments shall be signed by the school district superintendent and the local Department of Health medical director/administrator.	Suwannee County School District, Department of Health-Suwannee	The school health services plan is reviewed each year by the SHAC and School Health Staff, for the purpose of updating the plan. Amendments are signed by the school district superintendent and the DOH-Suwannee administrator.
	1c. The local school health services plan shall describe employing or contracting for all health-related staff and the supervision of all school health services personnel regardless of the funding source.	Suwannee County School District, Department of Health-Suwannee	Employment- The SCSB and DOH-Suwannee, follow Equal Opportunity guidelines that comply with federal, state, and local guidelines, in hiring and employing all health related staff. The Suwannee County School Board will employ six full time registered nurses and one part time School Health Services Coordinator. The DOH-SUWANNEE shall make available the following personnel and/or other resources to provide the services required under the annual MOA between DOH- Suwannee and the SCSB:  1. Provide a part-time Registered Nurse (RN) to serve as the School Health Coordinator, as a resource to school clinic personnel. The School Health Coordinator will be an employee of DOH-SUWANNEE. 2. Provide a Licensed Practical Nurse (LPN) and Health Support Aid in either a Career Service or Other Personnel Services position at designated school under control of DOH-SUWANNEE. Recruitment of these positions is the responsibility of the DOH-SUWANNEE Community Health Nursing Director. Vacant positions will be advertised through DOH-

			<p>SUWANNEE human resources office</p> <p>3. Provide a full time Registered Nurse position at Branford High School</p> <p>4. Supervision- school health staff members employed by SCSB will be supervised by the schools' site administrators and the School Health Coordinator employed by SCSB; school health staff members employed by the DOH-Suwannee are supervised by the schools' site administrators in matters pertaining to school board policy, and the DOH- Suwannee Director of Nursing in matters related to school health/nursing statutory requirements and professional standards. An annual MOA is signed by the DOH-Suwannee and the LEA. The MOA outlines and establishes the terms and conditions under which the DOH-Suwannee shall deliver or perform services indicated for the School Board according to state statutes and the annual school health services plan.</p>
	1d. Each local CHD uses annual Schedule C funding allocation to provide school health services pursuant to the School Health Services Act and the requirements of the Schedule C Scope of Work.	Department of Health-Suwannee	<p>Schedule C Funding allocations are used to provide Comprehensive SH Services to all seven public schools in Suwannee County. These funds allow the school nurses to expand their roles in promoting the health of students, reducing risk-taking behavior, and reducing teen pregnancy. The Schedule C funding pays for a full time RN to staff clinic at Branford High School, a half time School Health Coordinator, a health aide, and a LPN. The presence of the Health Aid and the LPN at district schools enables the school nurses to plan, coordinate, and/or deliver health promotion and health education activities aimed at reducing risk-taking behaviors and reducing teen pregnancy. The half time School Health Coordinator is available to teach classes or assist in the school health offices.</p>
	1e. The local CHD and local LEA shall each designate one person, RN recommended, to be responsible for the coordination of planning, development, implementation and evaluation of the program. These individuals should collaborate throughout the school year to assure program compliance and to plan and assess the delivery of program services.	Suwannee County School District, Department of Health-Suwannee	<p>The DOH - Suwannee and Suwannee District Schools each designate one person to be responsible for the coordination of planning, development, implementation and evaluation of the local school health program. The School Health Services Coordinators from DOH - Suwannee and Suwannee District Schools are the persons designated. Compliance is assured by the designated persons being in frequent communication and meeting on a regular basis to review Employee Activity Reports, daily health room log summaries, screening activities, scheduling and conducting annual sites visits (or as</p>

			needed), and any other matters pertaining to implementation of the school health program
	1f. Protocols for supervision of school health services personnel shall be described in the local school health services plan to assure that such services are provided in accordance with statutory and regulatory requirements and professional standards, and are consistent with the Nurse Practice Act.	Suwannee County School District, Department of Health-Suwannee	DOH- Suwannee, in collaboration with the SCSB School Health Coordinator will: (1) Provide oversight of the school health program and delivery of school health services as outlined in the School Health Services Plan and in accordance with Florida Statutes. (2) Assure that all nurses work within the scope of their practice and in accordance with the Florida Nurse Practice Act and be licensed as an RN/LPN in accordance with Chapter 464, Florida Statutes. (3). Assure that DOH-SUWANNEE school health staff is knowledgeable of competencies and performance evaluation tools. (4). Assure that DOH-SUWANNEE school health staff is knowledgeable of Florida Statutes related to student health and welfare. (5). Assure that DOH-SUWANNEE school health staff follow all SCSB District policies and procedures, including adherence to all applicable confidentiality laws, both federal and state governing school and health records. All Registered Nurses provide service in accordance with the Florida Nurse Practice Act; LPNs and unlicensed assistive personnel work under the supervision of a Registered Nurse
	1g. Decisions regarding medical protocols or standing orders in the delivery of school health services are the responsibility of the local CHD medical director in conjunction with district school boards, local school health advisory committees, the school district medical consultant if employed, and the student's private physician when applicable.	DOH-Suwannee SCSB, SHAC, Students' Private Physicians	Medical Protocols signed by the medical director of the DOH-Suwannee apply only to DOH-Suwannee school health personnel. No standing orders are in place from the DOH-Suwannee medical director for DOH-Suwannee or LSD school health personnel. Medical protocols used in the delivery of health services by SCSB and DOH-Suwannee employees are based on best practices, state statute, regulatory requirements and professional standards, input from local SHAC, and students' private physicians. The SCSB has no medical consultant.
	1h. Establish procedures for health services reporting in Health Management System (HMS) and the annual report, to include services provided by all partners.	Suwannee County School District, Department of Health-Suwannee	DOH-Suwannee employees input health services data into HMS; SCSB School Health Staff complete a monthly Employee Activity Report, which is input into HMS by a DOH-Suwannee School Health Employee.

	1i. Each School Health Advisory Committee (SHAC) should include members representing the eight components of the Centers for Disease Control and Prevention's Coordinated School Health (CSH) model. The SHAC is encouraged to address the eight CSH components in the school district's wellness policy.	Suwannee County School District, Department of Health-Suwannee	The Local SHAC strives to include members who represent the eight components of the Centers for Disease Control and Prevention's Coordinated School Health (CSH) model. The eight components are addressed in the SCSB Wellness Policy.
<b>2. Health Appraisal</b> s. 381.0056(4)(a)(1), F.S.	2a. Determine the health status of students.	Suwannee County School District, Department of Health-Suwannee	A nurse is scheduled to be on site daily at each of the seven public schools in Suwannee County to provide health appraisal for students seen in the school health clinic or referred by staff, parents, or the students themselves. Review of annual emergency information forms, immunizations, and physicals are done by school nurses to help determine the health status of students.
<b>3. Records Review</b> s. 381.0056(4)(a)(2), F.S. s.1003.22(1)(4) F.S.; Chapters: 64F-6.005(1), F.A.C., 64F-6.004(1)(a),F.A.C.	3a. Perform initial school entry review of student health records, to include school entry physical, immunization status (DH 680), cumulative health record, emergency information, etc.	Suwannee County School District, Department of Health-Suwannee	The school nurses perform initial school entry review of student health records to verify presence of: cumulative health record, school entry physical, immunization status (DH 680), emergency information, etc. The school nurses log all record reviews in the students' cumulative health records and note any health issues discovered during review of student records. Student health issues are also documented in FOCUS in students' individual health record and/or student treatment record. Any incomplete health records or emergency forms are tracked for completion. Each school nurse works with their school's registrar; previous school of enrollment; and/or the students' parents to try to obtain needed records for school entry and emergency information.
	3b. Emergency information card for each student should be updated each year.	Suwannee County School District, Department of Health-Suwannee	An Emergency Information and Health Update form is part of the annual enrollment packet. School nurses perform annual review of each student's emergency information and medical status. School nurses try everything possible to obtain an updated emergency information form/card for each student each year.

			School nurses work with teachers to aide in process of obtaining an information card.
<b>4. Nurse Assessment</b> s. 381.0056(4)(a)(3), F.S.; Chapters: 64F-6.001(6), F.A.C., 6A-6.0253, F.A.C., 6A-6.0252, F.A.C., 6A-6.0251, F.A.C.	4a. Perform school entry and periodic assessment of student's health needs.	Suwannee County School District, Department of Health-Suwannee	School nurses assess students' health needs by performing a record review on each new enrollee and an annual record review for returning students.
	4b. For day-to-day and emergency care of students with chronic or acute health conditions at school, the RN develops an individualized healthcare plan (IHP) and Emergency Care Plan (ECP).	Suwannee County School District, Department of Health-Suwannee	IHCPs and EAPS are developed according to guidelines outlined in the School Nurse Delegation Technical Assistance Guidelines and School Nursing.
<b>5. Nutrition Assessment</b> s. 381.0056(4)(a)(4), F.S.; Florida School Health Administrative Resource Manual, 2017	5a. Identify students with nutrition related problems and refer to an appropriate healthcare provider.	Suwannee County School District, Department of Health-Suwannee	School nurses identify students with nutrition related problems through: observing students for physical signs and other outward indications of nutrition related problems, performing growth and development screening(s) and nutritional assessment (s). School nurses also identify students with nutrition related problems based on information received from parents, teachers, staff, and student peers.
<b>6. Preventive Dental Program</b> s. 381.0056(4)(a)(5), F.S.	6a. Recommended services include: Minimally - age appropriate oral health education to all grades and referral system.	Suwannee County School District, Department of Health-Suwannee	There are presently no preventative dental services provided in Suwannee District Schools. School nurses arrange dental hygiene classes for elementary age students through local dental offices or educational videos. School nurses give a dental resource list to parents of students who need dental services.
<b>7. Health Counseling</b> s. 381.0056(4)(a)(10), F.S.	7a. Provide health counseling as appropriate.	Suwannee County School District, Department of Health-Suwannee	Each school nurse is responsible for providing and/or referring for identified counseling needs of students as identified through health appraisal and assessment

<p><b>8. Referral and Follow-up of Suspected and Confirmed Health Problems</b> s. 381.0056(4)(a)(11), F.S.</p>	<p>8a. Provide referral and a minimum of 3 documented attempts of follow-up for abnormal health screenings, emergency health issues, and acute or chronic health problems. Coordinate and link to community health resources.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>Referral and follow up of abnormal health screenings, emergency health issues, and acute or chronic health problems is done by each school nurse. Abnormal health screenings are first referred via a letter sent to parents by U.S. Mail. A minimum of three contacts via phone, letter, or face to face is made for failed screenings that are not completed by a health care provider. Emergency health issues or severe injuries are referred to 911 for transport to the nearest ER. Parents are notified ASAP of the 911 transport. Acute and chronic health problems that are not life threatening are referred for medical care by speaking in person or via telephone call to parents.</p>
<p><b>9. Provisions for Screenings</b> s. 381.0056(4)(a)(6-9), F.S.; Chapter 64F-6.003(1-4), F.A.C.</p>	<p>9a. Provide screenings and a list of all providers. Screenings: (i) Vision screening shall be provided, at a minimum, to students in grades kindergarten, 1, 3 and 6 and students entering Florida schools for the first time in grades kindergarten – 5. (ii) Hearing screening shall be provided, at a minimum, to students in grades kindergarten, 1 and 6; to students entering Florida schools for the first time in grades kindergarten – 5; and optionally to students in grade 3. (iii) Growth and development screening shall be provided, at a minimum, to students in grades 1, 3 and 6 and optionally to students in grade 9. (iv) Scoliosis screening shall be provided, at a minimum, to students in grade 6.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>A screening team comprised of SCSD and DOH-Suwannee school health staff screens students per FS.</p>

	9b. Obtain parent permission in writing prior to invasive screening, (e.g. comprehensive eye exam).	Suwannee County School District, Department of Health-Suwannee	N/A: Suwannee County School District does not perform invasive screenings.
	9c. Assist in locating referral sources for additional evaluation and/or treatment for students with abnormal screening results. Referral sources may include, but are not limited to, state contracted vision service providers (provided the student meets eligibility requirements), other service providers and local resources.	Suwannee County School District, Department of Health-Suwannee	Parents are provided a list of referral providers that includes local healthcare providers; children's specialty hospitals within driving distance, and state contracted vision service providers.
<b>10. Meeting Emergency Health Needs</b> ss. 381.0056(4)(a)(10), F.S., 1006.165, F.S.; Chapter 64F-6.004(1), F.A.C.; Emergency Guidelines for Schools, 2016 Florida Edition	10a. Ensure written health emergency policies and protocols are maintained and include minimum provisions.	Suwannee County School District, Department of Health-Suwannee	Per Ch. 64F-6.004(1), F.A.C. Policies, procedures and protocols for the management of health emergencies are kept electronically on the local school district's webpage.  A copy of The Emergency Guidelines for Schools is a resource in each clinic.
	10b. Ensure health room staff and two additional staff in each school are currently certified in cardiopulmonary resuscitation (CPR) and first aid and a list is posted in key locations.	Suwannee County School District, Department of Health-Suwannee	Each school nurse posts the names of persons at each site, who are currently CPR and or first aid certified at a minimum in the clinic, at AED location and the main office. The LEA pays for any school nurse who wishes to be a certified CPR /First Aid Instructor to be aligned with a local training center.
	10c. Assist in the planning and training of staff responsible for emergency situations.	Suwannee County School District, Department of Health-Suwannee	School nurses assist in planning for emergency situations by notifying school administrators and teacher of students who have IHCPs and EAPS. School nurses train staff responsible for care of students who have IHCPs and EAPS in emergency situations. School Nurses also work with the LEA administrators to maintain at least two additional staff certified in CPR and First Aid. School Staff work collaboratively with

			LEA Administrators to develop emergency response plan.
	10d. The school nurse shall monitor adequacy and expiration of first aid supplies, emergency equipment and facilities.	Suwannee County School District, Department of Health-Suwannee	School nurses, school health staff, PE staff (who are responsible for an AED), and office staff (where/when no health staff available) monitor AEDs and document condition of AED. Non-functioning AEDs are reported to LEA School Health Coordinator. First Aid supplies, equipment, and facilities are monitored frequently by school health staff.
	10e. The school principal (or designee) shall assure first aid supplies, emergency equipment, and facilities are maintained.	Suwannee County School District	Each school nurse is provided with an annual health supply budget that is furnished by the LEA. School nurses are free to order supplies and equipment as the budget allows and the LEA School Health Coordinator and Principal approve. Facilities maintenance is funded through each principal's' school site budget.
	10f. All injuries and episodes of sudden illness referred for emergency health treatment shall be documented and reported immediately to the principal or the person designated by the principal or the acting principal.	Suwannee County School District, Department of Health-Suwannee	The school nurses complete the portion of the SCSB Accident/Incident Form that pertains to treatment (if any rendered by SH staff) and submits to the principal and Finance dept. SCSB Accident/Incident Form is completed for those injuries that require or may require medical treatment; person witnessing the event is responsible for completing the form. Principals, Superintendent, and LEA School Health Coordinator are notified via phone call/in person by school nurse when 911 call is made to their designated school. All injuries and episodes of sudden illness treated by the school nurse is documented students' health record in FOCUS.
	10g. It is the responsibility of each school that is a member of the Florida High School Athletic Association to: 1) have an operational automatic external defibrillator (AED), 2) ensure employees expected to use the AED obtain appropriate training, and 3) register the AEDs with the county emergency medical services director.	Suwannee County School District, Department of Health-Suwannee	SCSB School Health Coordinator purchases AEDs and supplies with LEA funds and registers the AEDS with the local EMS Medical Director. SCSB School Health Coordinator along with the local EMS. Director or their designee, make annual site visits to install any AED computer chip updates, audit supplies and completed daily AED checklists. The SCSB Athletic Director ensures appropriate training is provided to those employees expected to use the AED. SHS and BHS have an AED that is carried to every home FHSAA event by the Athletic Directors. The Athletic Directors are responsible for maintaining the AED.
<b>11. Assist in Health Education Curriculum</b> s. 381.0056(4)(a)(13), F.S.	11a. Collaborate with schools, health staff and others in health education curriculum development.	Suwannee County School District, Department of Health-Suwannee	SHAC, SCSB and DOH-Suwannee Coordinators are available to collaborate as requested by LEA.



<p><b>12. Refer Student to Appropriate Health Treatment</b> s. 381.0056(4)(a)(14), F.S.</p>	<p>12a. Use community or other available referral resources. Assist in locating referral sources for Medicaid eligible, uninsured and underinsured students.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>School Staff and School Nurses will utilize developed community resource list and other available referral resources as appropriate. Responsible parties will work collaboratively to identify additional resources above and beyond those listed in the developed community resource list. These resources include but are not limited to Shands, Gainesville, Nemours and Wolfson's Children's Hospitals.</p>
<p><b>13. Consult with parents or guardian regarding student's health issues</b> s. 381.0056(4)(a)(15), F.S.; Chapter 64F-6.001(1), F.A.C.</p>	<p>13a. Provide consultation with parents, students, staff and physicians regarding student health issues.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>School administrators, school nurses, guidance counselors, school health coordinators, teachers consult with parents, students, staff, and physicians as needed regarding student health issues or suspected health issues to aid in development of IHCP, EAPS, IEPS, and share resource information.</p>
<p><b>14. Maintain Health-Related Student Records</b> ss. 381.0056(4)(a)(16), F.S., 1002.22, F.S.; Chapter 64F-6.005(1)(2), F.A.C.</p>	<p>14a. Maintain a cumulative health record for each student that includes required information.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>School nurses maintain cumulative health records for every student. Cumulative health records include required information per Ch. 64F-6.005 (1), F.A.C. Maintenance of Record to include: (a) Immunization status and certification; (b) Screening tests, results, follow-up and corrective action; (c) Health examination report</p>
<p><b>15. Nonpublic School Participation</b> ss. 381.0056(5)(a)(18), F.S., 381.0056(5)(a)-(g), F.S.</p>	<p>15a. Notification to the local nonpublic schools of the school health services program, allowing the nonpublic school to request participation in the school health services program provided they meet requirements.</p>	<p>Department of Health-Suwannee</p>	<p>At the beginning of each new school year, the DOH-Suwannee School Health Coordinator will notify private schools in writing via U.S.Mail of the opportunity to participate in the school health services program. The notification letter will outline the services available (to the private schools), and give them an opportunity of participate in the development of the cooperative health services plan. The private school must meet requirements as addressed in MOA between DOH and private school.</p>
<p><b>16. Provision of Health Information for Exceptional Student Education (ESE) Program Placement</b> s. 381.0056(4)(a)(17), F.S.; Chapters 6A-6.0331, F.A.C., 64F-6.006, F.A.C.</p>	<p>16a. Provide relevant health information for ESE staffing and planning.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>School Health Staff will gather and provide relevant health information for ESE staffing and planning as requested per ESE staff to include provision for a current screening for vision and hearing and a review of the student health records to ensure that physical health problems are considered in such placements. School nurses are to be invited to attend all ESE Staffing's to provide input and signature if health services are part of the IEP.</p>

<b>17. The district school board shall provide in-service health training for school personnel</b> s. 381.0056(6)(b), F.S.; Chapter 64F-6.002, F.A.C.	17a. Please list providers of in service health training for school personnel.	Suwannee County School District, Department of Health-Suwannee	General awareness information re: Asthma, Diabetes, Epilepsy/Seizure Disorders, Life threatening allergies, and Epi-Pens is made available to all school personnel via online Safe Schools Training. Child specific training is provided by school nurses and/or school health coordinator.
<b>18. The district school board shall include health services and health education as part of the comprehensive plan for the school district</b> s. 381.0056(6)(a), F.S.; Chapter 64F-6.002, F.A.C.	18a. School-based health services are provided to public school children in grades pre-kindergarten through 12.	Suwannee County School District, Department of Health-Suwannee	School-based health services are provided to public school children in grades pre-kindergarten through twelve.
<b>19. The district school board shall make available adequate physical facilities for health services</b> s. 381.0056(6)(c), F.S.; State Requirements for Educational facilities, 2014 and/or State Requirements for Existing Educational Facilities 2014	19a. Health room facilities in each school will meet DOE requirements.	Suwannee County School District, Department of Health-Suwannee	SCSB School Site Principal and District Facilities Director will work collaboratively to ensure health room facilities in each school will meet DOE requirements. (State Requirements for Educational Facilities, December 2012) School Nurses will notify school administrators of any compliance issues they discover.
<b>20. The district school board shall, at the beginning of each school year, provide parents with information concerning ways that they can help their children to be physically active and eat healthy foods</b> s. 381.0056(6)(d), F.S.	20a. List programs and/or resources to be used.	Suwannee County School District, Department of Health-Suwannee	<a href="http://students.fueluptoplay60.com/demo/tracker">http://students.fueluptoplay60.com/demo/tracker</a> ; <a href="http://www.mypyramid.gov">www.mypyramid.gov</a> ; <a href="http://www.nutritionexplorations.org/kids/activities-main.asp">http://www.nutritionexplorations.org/kids/activities-main.asp</a> SCSB Food Service provides healthy eating information on the monthly menus; posts information on bulletin boards located in cafeterias; school nurses provide bulletin boards with healthy eating and physical activity information; school administration sends home monthly parent bulletins that include information on ways to be physically active, and prepare healthy meals. SCSB health and food service web sites will include information concerning ways parents can help their children be physically active and eat healthful foods when these sites are completed. DOH-Suwannee School Health Coordinator presents Healthy Lifestyle curriculum to eligible students.

<p><b>21. The district school board shall inform parents or guardians in writing at the beginning of each school year of the health services provided</b> s. 381.0056(6)(e), F.S.</p>	<p>21a. Provide the opportunity for parents or guardians to request an exemption in writing.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>Mandatory Health Screenings/services are explained in the Code of Conduct with directions for "opt out".</p>
<p><b>22. The presence of any of the communicable diseases for which immunization is required by the Department of Health in a Florida public or private school shall permit the county health department director or administrator or the State Health Officer to declare a communicable disease emergency</b> s. 1003.22(9), F.S.; Chapter 64F-6.002(2)(d), F.A.C.</p>	<p>22a. The school health plan shall include communicable disease policies. Note: Policies need to provide for interagency coordination during suspected or confirmed disease outbreaks in schools.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>School nurses are provided with a list of reportable diseases by SCSB/DOH-Suwannee School Health Coordinator School nurses maintain a daily health services log of all student and staff visits. If a student or staff member is suspected of having a reportable disease, it is reported to DOH-Suwannee EpiNurse by the school nurse.</p>
<p><b>23. Each district school board shall include in its approved school health services plan a procedure to provide training, by a registered nurse, a licensed practical nurse, a physician or a physician assistant (pursuant to chapter 458 or 459), to the school personnel designated by the school principal to assist students in the administration of prescribed medication</b> s. 1006.062(1)(a), F.S.</p>	<p>23a. Include provisions in the procedure for general and student-specific administration of medication training.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>School Nurses (R.N.s), provide general, annual training and periodic monitoring to at least two school staff who are designated by the principal to provide oral, topical, or inhaled medication administration. Additionally, the school nurse provides or arranges for child specific medication administration training and periodic monitoring of trained staff on a child by child basis for students who may require medication administration that is child specific.</p>

<p><b>24. Each district school board shall adopt policies and procedures governing the administration of prescription medication by district school board personnel s.</b> 1006.062(1)(b), F.S.; Chapter 64B9-14, F.A.C.</p>	<p>24a. The school district medication policy will address the use of designated school staff for medication administration and be consistent with delegation practices.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>The district policy addresses the use of designated school staff for medication administration and is consistent with delegation practices per Ch. 64B9-14, FAC. School Nurses provide annual training and periodic monitoring to at least two school staff who are designated by the principal to provide medication administration. Additionally, the school nurse provides or arranges for child specific medication administration training and periodic monitoring on a child by child basis.</p>
<p><b>25. Students with asthma whose parent and physician provide approval may carry a metered dose inhaler on their person while in school</b> s. 1002.20(3)(h), F.S.; National Association of School Nurses (NASN) Position Statement, The Use of Asthma Recue Inhalers in the School Setting</p>	<p>25a. Develop and implement an Individualized Healthcare Plan (IHP) and Emergency Action Plan (EAP) to ensure safe use of inhaler by student.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>Authorization for Administration of Medication must be signed by prescribing physician and parent(s).To ensure safe use of inhalers by students, school nurses develop IHCPs and EAPs for each student who has asthma and requires the use of an inhaler. SCSB Policy sets guidelines for student with asthma to carry MDI while in school.</p>
<p><b>26. A student who is at risk for life-threatening allergic reactions may carry an epinephrine auto-injector and self-administer while in school, school-sponsored activities, or in transit if written parental and physician authorization has been provided</b> s. 1002.20(3)(i), F.S.; Chapters 6A-6.0251, F.A.C., 64F-6.004(4), F.A.C.; Saving Lives at School Anaphylaxis and Epinephrine School Nurse and Handbook for Connection Cards, NASN;</p>	<p>26a. For students with life threatening allergies, the RN shall develop an annual IHP that includes an EAP, in cooperation with the student, parent/guardians, physician, and school staff. The IHP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The EAP shall direct that 911 will be called immediately for an anaphylaxis event and have a plan of action for when the student is unable to perform self-administration of the epinephrine auto-injector.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>To ensure safe use of epinephrine auto injectors by students who may carry one, school nurses develop IHCPs and EAPs for each student who has life threatening allergies and requires the use of an epinephrine auto injector. IHCPs and EAPS direct staff to call 911 immediately for an anaphylaxis event. If the student is unable to self-administer, there are at least two trained staff members available to administer the epinephrine auto injector.</p>

NASN Position Statement on Rescue Medications in School; Students with Life-Threatening Allergies, 2017 Updated Guidance			
<b>27. A public school may purchase a supply of epinephrine auto-injectors from a wholesale distributor or manufacturer as defined in s. 499.003, F.S. for the epinephrine auto-injectors at fair-market, free, or reduced prices for use in the event a student has an anaphylactic reaction. The epinephrine auto-injectors must be maintained in a secure location on the public school's premises. The participating school district shall adopt a protocol developed by a licensed physician for the administration by school personnel who are trained to recognize an anaphylactic reaction and to administer an epinephrine auto-injection s. 1002.20(3)(i)(2), F.S.</b>	27a. If the school district has chosen to maintain supplies of epinephrine auto-injectors, a standing order and written protocol has been developed by a licensed physician and is available at all schools where the epinephrine auto-injectors are stocked.	N/A	N/A
<b>28. Educational training programs required by this section must be conducted by a nationally recognized organization experienced in training laypersons in emergency health treatment</b>	28a. Ensure that school staff that are designated by the principal (in addition to school health staff in the school clinic) to administer stock epinephrine auto-injectors (not prescribed to an individual student) are trained by a nationally recognized organization experienced in	N/A	N/A

<p>or an entity or individual approved by the department. The curriculum must include at a minimum: (a) Recognition of the symptoms of systemic reactions to food, insect stings, and other allergens; and (b) The proper administration of an epinephrine auto-injector s. 381.88, F.S.</p>	<p>training laypersons in emergency health treatment or an entity approved by the Department of Health.</p>		
<p><b>29. Students with diabetes that have physician and parental approval may carry their diabetic supplies and equipment and self-manage their diabetes while en-route to and from school (bus), in school or at school sponsored activities. The written authorization shall identify the diabetic supplies, equipment and activities the student is capable of performing without assistance for diabetic self-management, including hypoglycemia and hyperglycemia</b> s. 1002.20(3)(j), F.S.; Chapter 6A-6.0253, F.A.C.; NASN position statement, Diabetes Management in the School Setting</p>	<p>29a. Maintain a copy of the current physician's diabetes medical management plan, and develop and implement an IHP and ECP to ensure safe self-management of diabetes.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>Diabetes Medical Management Plan, Authorization for Medication Administration, and Medical Procedures must be signed by prescribing physician and parent(s), To ensure safe self-management of students who have diabetes, school nurses develop IHCPs and EAPs. SCSB Policy sets guidelines for students with diabetes who carry diabetic supplies and equipment and self-manage their diabetes while en route to and from school (bus), in school, or at school sponsored activities.</p>
<p><b>30. A student who has experienced or is at risk for pancreatic insufficiency or</b></p>	<p>30a. Develop and implement an IHP and ECP for management of the conditions requiring pancreatic enzyme</p>	<p>Suwannee County School District,</p>	<p>To ensure safe, self-management of students who have conditions requiring pancreatic enzyme supplements, school nurses develop IHCPs and</p>

<p><b>who has been diagnosed as having cystic fibrosis may carry and self-administer a prescribed pancreatic enzyme supplement while en-route to and from school (bus), in school or at school sponsored activities if the school has been provided with authorization from the student's parent and prescribing practitioner</b> s. 1002.20(3)(j), F.S.; Chapter 6A-6.0252, F.A.C.</p>	<p>supplements and to ensure that the student carries and self-administers such supplements as prescribed by the physician.</p>	<p>Department of Health-Suwannee</p>	<p>EAP/ECPS. SCSB Policy sets guidelines for students who have permission to self-administer a pancreatic enzyme while en route to and from school (on the bus), in school, or at school sponsored events.</p>
<p><b>31. Nonmedical assistive personnel shall be allowed to perform health-related services upon successful completion of child specific training by a registered nurse or advanced registered nurse practitioner, physician or physician assistant</b> s. 1006.062(4), F.S.; Chapters: 64B9-14.002(3), F.A.C., 64B9-14, F.A.C.; Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools (Rev. 2010).</p>	<p>31a. Document health related child-specific training by an RN for delegated staff. The delegation process shall include communication to the UAP which identifies the task or activity, the expected or desired outcome, the limits of authority, the time frame for the delegation, the nature of the supervision required, verification of delegate's understanding of assignment, verification of monitoring and supervision. The documentation of training and competencies should be signed and dated by the RN and the trainee.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>School nurses (R.N.s) will provide and document health related, child specific training to delegated UAP per s.1006.062 (4). F.S. Skills and competency checklists will be used to verify the UAP understanding of the task or activity, desired outcome, limits of authority, the time frame of delegation, and the nature of supervision required. Periodic monitoring will be done by the school nurse to verify ongoing competencies or need for additional training.</p>
	<p>31b. Use of nonmedical assistive personnel shall be consistent with delegation practices per requirements.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>Each school nurse is provided with DOH Technical Assistance Guideline "The Role of the Professional School Nurse in the Delegation of Care in Florida Schools". Use of nonmedical assistive personnel is consistent with delegation practices per Ch. 64B9-14, FAC and per the Technical Assistance Guidelines - The Role of the Professional School Nurse in the Delegation of Care in Florida Schools.</p>

<p><b>32. Pursuant to the provisions of Chapter 435, any person who provides services under a school health services plan pursuant to s. 381.0056, F.S. must meet level 2 screening requirements as described in s. 435.04, F.S. A person may satisfy the requirements of this subsection by submitting proof of compliance with the requirements of level 2 screening conducted within 11 months before the date that person initially provides services under a school health services plan.</b> ss. 381.0059, F.S., 1011.465, F.S.</p>	<p>32a. Collaborate with school district to ensure district background screening policies do not result in duplicate or conflicting background screening requirements for staff providing school health services.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>To avoid duplication or conflicting background screening, DOH-Suwannee provides annually, a list of HD employees who have had Level 2 background screening to the Suwannee County Superintendent of Schools.</p>
<p><b>33. Immediate notification to a student's parent, guardian, or caregiver if the student is removed from school, school transportation, or a school-sponsored activity and taken to a receiving facility for an involuntary examination pursuant to s. 394.463, F.S. including the requirements established under</b> ss. 1002.20(3)(j), F.S., 1002.33(9), F.S., 381.0056(4)(a)(19), F.S.</p>	<p>33a. The school health services plan shall include policies and procedures for implementation.</p>	<p>Suwannee County School District, Department of Health-Suwannee</p>	<p>The SCSB/Charter school's principal or the principal's designee shall immediately notify the parent of a student who is removed from school, school transportation, or a school sponsored activity and taken to a receiving facility for an involuntary examination pursuant to s. 394.463. The principal or the principal's designee may delay notification for no more than 24 hours after the student is removed if the principal or designee deems the delay to be in the student's best interest and if a report has been submitted to the central abuse hotline, pursuant to s. 39.201, based upon knowledge or suspicion of abuse, abandonment, or neglect.</p>



**PART II: COMPREHENSIVE SCHOOL HEALTH SERVICES (CSHSP)**

<b>References/Resources</b>	<b>Program Standards</b>	<b>Local Agency(s) Responsible</b>	<b>Local Implementation Strategy &amp; Activities</b>
<b>34. The services provided by a comprehensive school health program must focus attention on promoting the health of students, reducing risk-taking behavior, and reducing teen pregnancy. Services provided under this section are additional and are intended to supplement, rather than supplant, basic school health services</b> ss. 381.0057(6), F.S., 743.065, F.S.	34a. Provide in-depth health management, interventions and follow-up through the increased use of professional school nurse staff.	Suwannee County School District, Department of Health-Suwannee	DOH-Suwannee School Health Services Coordinator, LPN, and SH Aide will be available to assist the school nurses so they can provide in-depth health management, interventions, and follow-up on a case by case basis as needed/required.
	34b. Provide health activities that promote healthy living in each school.	Suwannee County School District, Department of Health-Suwannee	DOH-Suwannee School Health Services Coordinator, LPN, and SH Aide are available to assist the school nurses in providing activities that promote healthy living. The school nurses plan, coordinate, and/or deliver various health education classes throughout the year that promote the health of students.
	34c. Provide health education classes.	Suwannee County School District, Department of Health-Suwannee	DOH-Suwannee School Health Services Coordinator, LPN, and SH Aide are available to assist the school nurses in providing activities that promote healthy living. The school nurses plan, coordinate, and/or deliver various health education classes throughout the year that promote the health of students.
	34d. Provide or coordinate counseling and referrals to decrease substance abuse.	Suwannee County School District, Department of Health-Suwannee	Students identified as at risk will be referred to school guidance counselors and/or local mental health providers available to students at no cost.
	34e. Provide or coordinate counseling and referrals to decrease the incidence of suicide attempts.	Suwannee County School District, Department of Health-Suwannee	School nurses will refer at risk students to the school guidance counselors and/or local mental health providers available to students at no cost.
	34f. Provide or coordinate health education classes to reduce the incidence of substance abuse, suicide attempts and other high-risk behaviors.	Suwannee County School District, Department of Health-Suwannee	School Nurses plan, coordinate, and/or deliver various health education classes and activities throughout the year that are aimed at reducing the incidence of substance abuse, suicide attempts, and other high risk behaviors.
	34g. Identify and provide interventions for students at risk for early parenthood.	Suwannee County School District, Department of Health-Suwannee	School staff maintain open communication with students and other staff members. School staff are trained in procedure to refer students to guidance and/or school nurse, who exhibit behaviors indicative of risk for early parenthood.

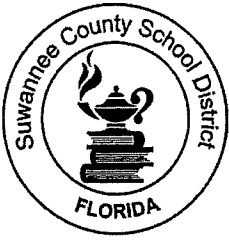
			School health and guidance staff provide individual counseling, education, and community resource information to identified students. School nurses coordinate referral to DOH-Suwannee Healthy Start Program for identified pregnant teens. Guidance Counselors provide students with assistance in credit retrieval, graduation options, TAPP, and mentoring services. TAPP provides daycare for babies of teen parents.
	34h. Provide counseling and education of teens to prevent and reduce involvement in sexual activity.	Suwannee County School District, Department of Health-Suwannee	School staff maintain open communication with students and other staff members. School staff are trained in procedure to refer students to guidance and/or school nurse, who exhibit behaviors indicative of involvement in sexual activity. School nurse and teachers plan, coordinate, and/or deliver various educational activities throughout the year that aim to reduce teen pregnancy.
	34i. Collaborate with interagency initiatives to prevent and reduce teen pregnancy.	Suwannee County School District, Department of Health-Suwannee	Provide school health staff and guidance counselors with Healthy Start and Family Planning Services information. Annual Teen Health Fairs provide opportunities for students to talk to community agencies that strive to reduce teen pregnancy and prevent risky behaviors.
	34j. Facilitate the return to school after delivery and provide interventions to decrease repeat pregnancy.	Suwannee County School District, Department of Health-Suwannee	Utilize pregnancy and birth tracking tool, assist with teen parents and babies in obtaining medical care if needed; provide TAPP information to teen parents and their families re: provision of childcare and assistance with credits and class scheduling; refer teen parents to Healthy Start
	34k. Refer all pregnant students who become known to staff for prenatal care and Healthy Start services.	Suwannee County School District, Department of Health-Suwannee	Provide all pregnant students known to staff to Healthy Start, WIC and prenatal services.

### PART III: HEALTH SERVICES FOR FULL SERVICE SCHOOLS (FSS)

References/Resources	Program Standards	Local Agency(s) Responsible	Local Implementation Strategy & Activities
35. The State Board of Education and the	35a. Designate full-service schools based on demographic evaluations.	Suwannee County School District,	Five of Suwannee County's seven schools have been designated Full Service (Suwannee Primary, Suwannee Elementary, Suwannee Intermediate,

<b>Department of Health shall jointly establish full-service schools (FSS) to serve students from schools that have a student population at high risk of needing medical and social services</b> s. 402.3026(1), F.S.		Department of Health-Suwannee	Suwannee Middle, and Branford Elementary). This designation has been based on the need for additional nursing services to work with the medically and socially underserved. This has been approved by DOH School Health Services Program Office.
	35b. Provide nutritional services.	Suwannee County School District, Department of Health-Suwannee	UF/IFAS provides nutrition classes and gardening to second and third graders.
	35c. Provide basic medical services.	Suwannee County School District, Department of Health-Suwannee	All clinics have a full-time Registered Nurse with extra support provided by DOH.
	35d. Provide referral to dependent children (Temporary Assistance to Needy Families (TANF)).	Suwannee County School District, Department of Health-Suwannee	School Health refers to external resources as needed.
	35e. Provide referrals for abused children.	Suwannee County School District, Department of Health-Suwannee	Report to DCF and SRO as needed.
	35f. Provide specialized services as an extension of the educational environment that may include: nutritional services, basic medical services, aid to dependent children, parenting skills, counseling for abused children, counseling for children at high risk for delinquent behavior and their parents, and adult education.	Suwannee County School District, Department of Health-Suwannee	School Health refers to external resources as needed, summer food program.
	35g. Develop local agreements with providers and/or partners for in-kind health and social services on school grounds.	Suwannee County School District, Department of Health-Suwannee	Local providers are involved in special education, teen health fairs, and mentoring.

# SUWANNEE COUNTY SCHOOL DISTRICT



1729 Walker Avenue, SW, Suite 200 • Live Oak, Florida 32064  
Telephone: (386) 647-4600 • Fax: (386) 364-2635  
www.suwannee.k12.fl.us

**TED L. ROUSH**  
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

**TIM ALCORN**  
DISTRICT 3

**ED DA SILVA**  
DISTRICT 4

**RONALD WHITE**  
DISTRICT 5

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

## MEMORANDUM

**TO:** Ted L. Roush, Superintendent of Schools *TR/BB*  
**FROM:** Walter Boatright, Director of Human Resources *WB*  
**DATE:** August 13, 2018  
**RE:** Personnel Changes List for August 28, 2018 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**

**August 28, 2018**

**TO:** District School Board of Suwannee County

**FROM:** Ted Roush/AB  
Ted Roush, Superintendent of Schools

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations. Approval of each is respectfully requested.

**RECOMMENDATION 2017-2018 SCHOOL YEAR:**

**SUPPLEMENTARY:**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>
Amy Hendry	Yearbook Sponsor	SHS

**End of List  
2017-2018  
School Year**

**RECOMMENDATIONS 2018-2019 SCHOOL YEAR:**

**RESIGNATIONS: INSTRUCTIONAL:**

Branford Elementary School:

Renita Kelly, Teacher, effective August 7, 2018

Suwannee High School:

Alexis Camacho, Teacher, effective August 14, 2018

Crystal Faulkner, Teacher, effective July 18, 2018

Suwannee Intermediate School:

Jessica Davis, Teacher, effective July 15, 2018

Mary Kinard, Teacher, effective July 24, 2018

Suwannee Middle School:

Michael Meek, Teacher, effective July 30, 2018

Suwannee Primary School:

Tammy Moffses, Teacher, effective July 16, 2018

**RESIGNATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

Food Service:

Yamile Gafas, Food Service Worker, effective July 25, 2018

Suwannee Elementary School:

Natalia Morales-Ortega, Paraprofessional, effective August 7, 2018

Suwannee Middle School:

Graciela Resendiz, Paraprofessional, effective August 1, 2018

Pamela Taylor, ASL Interpreter Paraprofessional, effective August 13, 2018

Suwannee Primary School:

Brittany Lock, Paraprofessional, effective July 24, 2018

Transportation:

Rashunda Bowden, Bus Driver, effective July 25, 2018

David Boyce, Bus Driver, effective July 16, 2018

Donna Cassan, Bus Driver, effective August 2, 2018

Tayla Davison, Bus Attendant, effective August 3, 2018

Karen Gilbert, Bus Attendant, effective August 6, 2018

Paul Mercer, Bus Driver, effective August 2, 2018

Monica Pitts, Bus Driver, effective July 16, 2018

**RECOMMENDATION: ADMINISTRATIVE:**

District Office:

James Fike, Coordinator of Opportunity Schools, effective July 23, 2018

REPLACES: Katrina Walker-Bius

**RECOMMENDATIONS: INSTRUCTIONAL:**

Branford Elementary School:

Rhoshonda Herring, Teacher, Probationary, effective August 7, 2018

REPLACES: Candice Land

Renita Kelly, Teacher, Probationary, effective August 3, 2018

REPLACES: Debra Hatch

Branford High School:

Jason Dobson, Teacher, Probationary, effective August 3, 2018

REPLACES: Robert Phillips

RIVEROAK Technical College:

Richard Crockett, Teacher, Probationary, effective August 3, 2018

REPLACES: New Position

Suwannee High School:

Alexis Camacho, Teacher, Probationary, effective August 3, 2018

REPLACES: Becky Skipper

Lillian Henderson, Teacher, Probationary, effective August 3, 2018

REPLACES: Jessica McManaway

Jenny Lang, Teacher, Probationary, effective August 6, 2018

REPLACES: Violet Noyes

Suwannee Intermediate School:

Kelly McKissick, Teacher, Probationary, effective August 6, 2018

REPLACES: Charles Claridy

Suwannee Middle School:

Sabrina Harrell, Teacher, Probationary, effective August 10, 2018

REPLACES: Melva Batts

January Jernigan, Teacher, Probationary, effective August 6, 2018

REPLACES: Michael Meek

Suwannee Primary School:

Salome Saenz, Teacher, Probationary, effective August 6, 2018

REPLACES: Tammy Moffses

**CONTRACT RECOMMENDATION:**

**ANNUAL CONTRACT:**

TERM

Suwannee Middle School:

Katheryn Quincey

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**RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:**

Branford Elementary School:

Amity McCall, Paraprofessional, Temporary, effective August 9, 2018

REPLACES: Belinda Horn

Edna Roberts, Pre-K Paraprofessional, effective August 9, 2018

REPLACES: Jenny McCook

Branford High School:

Lynn Peaden, Media Clerk, effective August 3, 2018

REPLACES: Jerri Byrd

Facilities Department:

Mark Fitzpatrick, Maintenance Worker I, effective August 6, 2018

REPLACES: Michael Hall

RIVEROAK Technical College:

LaDonna Holmes, Pre-K Paraprofessional, effective August 9, 2018

REPLACES: New Position

Suwannee High School:

Michael Dunmore, Custodian, temporary, effective July 26, 2018

REPLACES: David Daniels

Suwannee Middle School:

Tiffany Dear, Paraprofessional, effective August 9, 2018

REPLACES: Debra Byrd

Kimberly Dortch, Custodian, effective August 1, 2018

REPLACES: Naomi Spears

Suwannee Primary School:

Christine Mabey, Pre-K Paraprofessional, effective August 9, 2018

REPLACES: Tenlee Deloach

Kimberly Steichen, Administrative School Secretary, effective July 17, 2018

REPLACES: Robbie Kuyrkendall

Transportation:

Jerell Anderson, Bus Driver, effective August 10, 2018

REPLACES: David Boyce

Laura Jaramillo, Bus Driver, effective August 10, 2018

REPLACES: Monica Pitts

Jennifer Ponder, Bus Driver, effective August 10, 2018

REPLACES: Sandra Neely

Holly Shepherd, Bus Driver, effective August 10, 2018

REPLACES: Roshunda Bowden

Billy Starling, Crossing Guard, part-time hourly

REPLACES: Renee Perivolaris

**SUPPLEMENTARY:**

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>
David Allen	Varsity Offensive Coordinator	BHS
Frank Allen	Varsity Assistant Football Coach	SHS
Richard Allen	Varsity Assistant Football Coach	SHS
Harrison Ambrose	Planning Period	SHS
Doug Aukerman	NJROTC Instructor	SHS
Joann Barton	Instructional Leadership	SIS
Kary Black	Auxiliary/Majorettes	SHS
Kary Black	Planning Period	SHS
Carla Blalock	Junior Class Sponsor	SHS
John Blaylock	Boys' Varsity Head Basketball Coach	BHS
Kimberly Boatright	Girls' Golf Coach	SHS
Kimberly Boatright	Boys' Tennis Coach	SHS
Kimberly Boatright	Girls' Tennis Coach	SHS
Marcia Boatright	Instructional Leadership	BHS
Marcia Boatright	Planning Period	BHS
Michelle Boone	JV Cheerleading Sponsor	BHS
Robyn Bonds	Instructional Leadership	SMS
Melissa Bozeman	Instructional Leadership	SPS
Melissa Bozeman	Planning Period	SPS
Danelle Bradow	Instructional Leadership	BHS
Michael Braun	Athletic Director	SHS
Michael Braun	Varsity Offensive/Defensive Coord.	SHS
Tommy Brett	Girls' JV Soccer Coach	SHS
Justin Bruce	Head Baseball Coach	SHS
Brian Bullock	Boys' Cross Country Coach	SHS
Brian Bullock	Girls' Head Basketball Coach	SHS
Chelsea Burgess	Instructional Leadership	SIS
Tamara Burt	Instructional Leadership	SHS
Tamara Burt	Senior Class Sponsor	SHS
Matt Campbell	Assistant Baseball Coach	SHS
Ken Certain	MS Head Softball Coach	BHS
Issac Chandler	Academic Sponsor	SHS
Annette Chauncey	Instructional Leadership	SMS
Kristy Chauncey	Planning Period	SIS
Keith Cherry	Varsity Assistant Football Coach	SHS
Keith Cherry	Girls' Head Track Coach	SHS
Erin Clark	Girls' Track Coach	BHS
Erin Clark	Planning Period	BHS
Jenny Clark	Instructional Leadership	SIS
Timothy Clark	Boys' Track Coach	BHS
Francis (BJ) Cohen	Head JV Football Coach	SHS
Francis (BJ) Cohen	Girls' Assistant Basketball Coach	SHS
Jerry Coker	Head JV Football Coach	BHS
Ashley Conner	HOSA Sponsor	SHS
Anslie Creech	Head JV Volleyball Coach	SHS
Shannon Daniel	Instructional Leadership	SPS
Rosa Davis	Instructional Leadership	SPS



Sherry Dean	Drama Instructor	SHS
Mickey Dempsey	Girls' Golf Coach	BHS
Terrance TJ Derico	Varsity Assistant Football Coach	SHS
Lynsee Dicks	Planning Period	BES
Nahjawan Dukes	Varsity Assistant Football Coach	SHS
Nahjawan Dukes	Boys' Assistant Track Coach	SHS
Debbie Durden	Assistant Swimming Coach	SHS
Anne Etcher	Instructional Leadership	BHS
Alexander Franklin	Band Director	SHS
Belinda Fries	Planning Period	SHS
Stephanie Gray	Instructional Leadership	SIS
Staci Greaves	Instructional Leadership	SPS
Jimmy Glenn Green	Instructional Leadership	SMS
Jimmy Glenn Green	Varsity Assistant Football Coach	SHS
Traci Green	JV Football Cheerleader Sponsor	SHS
Traci Green	Basketball Cheerleader Sponsor	SHS
Sarah Grillo	Varsity Girls' Soccer Coach	SHS
Darace Hahn	Instructional Leadership	SMS
Kyler Hall	Assistant Athletic Director	SHS
Kyler Hall	Varsity Head Football Coach	SHS
Meri Harrell	Instructional Leadership	SMS
Brantley Helvenston	Assistant Volleyball Coach	SHS
Amy Hendry	Instructional Leadership	SHS
Amy Hendry	Yearbook Sponsor	SHS
Angel Hill	Instructional Leadership	BHS
Deanna Horton	Planning Period	SMS
Heidi Hunter	Instructional Leadership	SPS
Jimmy Jackson	Varsity Assistant Football Coach	SHS
Matt Jackson	Varsity Assistant Football Coach	SHS
Matt Jackson	Boys' Head Track Coach	SHS
Shannon Jernigan	Boys' Golf Coach	BHS
Brooke Johnson	Girls' JV Head Basketball Coach	BHS
Chris Joyner	Varsity Boys' Soccer Coach	SHS
Cierra Keen	Instructional Leadership	SPS
Laura Kinsel	Head Volleyball Coach	SHS
Debra Kleinsmith	NJROTC Instructor	SHS
Pamela Lewis	Planning Period	SES
Daniel Marsee	Varsity Offensive/Defensive Coord.	SHS
Daniel Marsee	Boys' Weightlifting Coach	SHS
Audrey Marshall	Instructional Leadership	SHS
Krystal McCormick	Instructional Leadership	SPS
Kenyon McFadden	Varsity Football Assistant Coach	BHS
Billy McClelland	Assistant Softball Coach	SHS
Kerry Jo Melland	Instructional Leadership	SPS
Brad Mincks	Varsity Asst. Baseball Coach	BHS
Mallory Morgan	Agriculture Teacher	SHS
Doug Morgan	Instructional Leadership	SHS
Doug Morgan	Head Swimming Coach	SHS
Danielle Ovando	Instructional Leadership	SMS
John Perry	Varsity Defensive Coordinator	BHS
Alex O'Quinn	Varsity Baseball Head Coach	BHS
Alex O'Quinn	JV Baseball Coach	BHS
David Rang	Boys' Assistant Soccer Coach	SHS
Susan Ratliff	Instructional Leadership	SMS
Shon Riels	Varsity Assistant Softball Coach	BHS

Erin Roberts	Planning Period	BES
Melanie Roberts	Instructional Leadership	SHS
Abigail Rodriguez	Dance Troupe Sponsor	SHS
Abigail Rodriguez	Senior Class Sponsor	SHS
Eric Rodriguez	Girls' Assistant Track Coach	SHS
Eric Rodriguez	Girls' Cross Country Coach	SHS
Sergio Rodriguez	Planning Period	BHS
Oscar Saavedra	Varsity Head Softball Coach	BHS
Stephanie Sampson	Instructional Leadership	SMS
Stefani Santos	Girls' Cross Country Coach	BHS
Fred Segura	Girls' Assistant Soccer Coach	SHS
Brittney Shearer	Girls' Weightlifting Coach	SHS
Mendy Sikes	Head Varsity Volleyball Coach	BHS
Daniel Skelly	Instructional Leadership	SMS
Jeff Smith	Head Varsity Softball Coach	SHS
Phyllis Smith	Instructional Leadership	SIS
Tim Smith	Head JV Softball Coach	SHS
Kimberly Steichen	Yearbook Sponsor	SPS
Canary Stephens	Planning Period	SMS
Tyler Stevenson	JV Assistant Football Coach	SHS
Janet D. Stewart	Planning Period	BHS
Carla Suggs	Girls' Varsity Head Basketball Coach	BHS
Adrienne Taylor	Sophomore Class Sponsor	SHS
Jimmie Taylor	Boys' Assistant Basketball Coach	SHS
LaDon Terry	JV Head Softball Coach	BHS
Daniel Tillman	Assistant Baseball Coach	SHS
Michele Turman	Instructional Leadership	SPS
Travis Tuten	Agriculture Teacher	SHS
Kimberly Tuvell	Instructional Leadership	SHS
Kimberly Tuvell	Planning Period	SHS
Jeremy Ulmer	Boys' Head Basketball Coach	SHS
Mirian Venero	Planning Period	SMS
Misty Ward	Head JV Volleyball Coach	BHS
Abbey Warren	Instructional Leadership	BHS
Vernon Wiggins	Head JV Baseball Coach	SHS
Vernon Wiggins	Planning Period	SHS
Morgan Williams	Assistant Band Director	SHS
Pam Williams	Varsity FB Cheerleader Sponsor	SHS
Pam Williams	Basketball Cheerleader Sponsor	SHS
Kenneth Wingate	Instructional Leadership	BHS
Kenneth Wingate	Boys' Head Middle School Basketball	BHS
Kenneth Wingate	Boys' Cross Country Coach	BHS
Linda Whitley	Varsity Cheerleading Sponsor	BHS
Ashlee Wooley	Instructional Leadership	SIS
Damon Wooley	Boys' Golf Coach	SHS

### **SUBSTITUTES:**

The following as Substitute Bus Attendants:

Patricia Bryant	Michele Cavallaro	Blaine Frye	Yareilis Gonzalez
Debbie Harnage	Ronald Ivey	John Kerry	Kelli May
Luis Morales	Brianna Pfeiffer	Christene Scrivens	Megan Shearer
Gerardo Silva	Dana Swords		

**VOLUNTEERS:**

Peggy Aldred  
Kelley Arnold  
David Arnold  
George Ballard  
Lisa Ballard  
Kelly Ballentine  
James Ballentine  
Sharon Barnett  
Jennifer Bond  
Peggy Boston  
Matthew Bradow  
Dennis Brannon  
Katrina Brannon  
Brittney Cannon  
Christina Cannon  
Jeremy Cannon  
William Cannon  
JoAnne Carr  
Amanda Carver  
Sheila Cashmore  
Brenda Clark  
Erin Clary  
Denise Clemons  
Ashley Collins  
Aireal Cook  
Victoria Crossno  
Ravinn Dees  
Christine DeMoss  
Mariel Downing  
Armelia Ellis  
Samantha Ferguson  
April Fernandez  
Christina Field

Shelly Fletcher  
Mary Fridman  
Robert Gerlach  
Sheila Gerlach  
Layla Greene  
Amanda Harris  
Dana Harris  
Glenda Hatch  
Debra Hatch  
David Hernandez  
Guadalupe Hernandez  
Annagrace Hodge  
Carla Hollinger  
Mary Hygema  
Juan Jimenez  
Taylor Jones  
Tammy Keen  
Jessica Kelly  
Donna Koon  
Mariah Koon  
Karen Kramer  
Jill Lacey  
Trannie Lacquey  
Heather Lee  
Jessica Leighton  
Helen Lynn  
Matthew Lynn  
Heather McInnis  
Peggy Mead  
Heather Misinec  
Sean Misinec  
Scarlett Mobley  
Douglas Mullen

Kristi Mullen  
Norma Nealon  
Lindsay Nettles  
Michael Nettles  
Heather Nolan  
Katee O'Quinn  
David Owen  
Stephanie Poole  
Stacey Ragans  
Emilee Rains  
Kimberly Rizer  
Peter Rodriguez  
Rebecca Rose  
Matthew Ruebush  
Lyndsie Sanders  
Steven Sexton  
Daniel Shepard  
Elizabeth Sigers  
Helen Snider  
Nina Snipes  
Allison Spitzer  
Janet Stiles  
John Tucker  
Timothy Van-Skyhawk  
Jessica Wagner  
Angela Walker  
Orion White  
Shannon Whittle  
Debbie Wilkin  
Scott Williams  
Gail Williams  
Kerry Willis  
Kathy Wood

**End of List  
2018-2019  
School Year**