

SUWANNEE COUNTY SCHOOL BOARD  
PUBLIC HEARING  
May 24, 2022

AGENDA

Call to Order –5:55 p.m.

1. Final review of additions and revisions to the Suwannee County School Board Policy Manual as follows: (A copy is available for review in the office of the Assistant Superintendent of Administration.)

- |        |  |
|--------|--|
| #3.211 | Recording of Parent-Staff Meetings ( <i>New</i> )                              |
| #5.121 | Use of Time Out, Seclusions and Physical Restraint for Students ( <i>New</i> ) |
| #5.28  | School Health Services ( <i>Revised</i> )                                      |

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD  
REGULAR MEETING  
May 24, 2022

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Suwannee High School

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. 7-34)

April 12, 2022	- Workshop Session
	- Special Meeting
April 26, 2022	- Public Hearing
	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for April 2022.
3. The Superintendent presents the following bills for the period April 1-30, 2022:

### **General Checking Account**

General Fund 1000	\$ 555,624.12
Spec Act Bonds 2200	105,988.75
LCI Fund 3200	52,148.49
Food Service Fund 4100	128,407.05
Federal Fund 4200	50,113.75
Other Cares Act Relief Fund 4420	237,092.95
ESSER II Fund 4430	60,235.81
ESSER III – ARP	359,590.01
Other ARP Act Relief 4460	2,713.36
	<hr/>
	\$ 1,551,914.29

### **Payroll Checking Account**

General Fund 1000	\$ 3,173,533.12
Food Service Fund 4100	150,574.19
Federal Fund 4200	344,857.30
Other Cares Act Relief Fund 4420	3,794.34
ESSER II Fund 4430	82,861.97
	<hr/>
	\$ 3,755,620.92

<b><u>Total</u></b>	\$ 5,307,535.21
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4. The Superintendent recommends approval of the following budget amendments for the fiscal year 2021-2022:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-10	III-10	IV-10 (Federal)
		IV-8 (Food Service)
		IV-8 (Other Cares)

5. The Superintendent recommends approval of the following contracts/agreements for the 2022-2023 school year: *(Renewal/Revised)* (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

- #2023-04      Virtual Learning Lab Agreement between Florida Virtual School and Suwannee County School Board for all students within the Virtual Learning Lab *(Renewal/Revised)* **(pgs. 35-72)**
- #2023-05      Blended Learning Community Agreement between Florida Virtual School and Suwannee County School Board for all students within the Blended Learning Community *(Renewal/Revised)* **(pgs. 73-106)**
- #2023-06      Agreement between the School Board of Seminole County, Florida, on behalf of the East Coast Technical Assistance Center (ECTAC), and the School Board of Suwannee County, Florida, to provide support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) Programs *(Renewal/Revised)* **(pgs. 107-126)**
- #2023-07      Dual Enrollment Articulation Agreement between Florida Gateway College and Suwannee County School District (Out of District 2022-2023) *(Renewal/Revised)* **(pgs. 127-174)**
- #2023-08      Virtual School Services Agreement between Imagine Learning LLC (previously d/b/a Edgenuity Inc.) and the Suwannee County School District *(Renewal/Revised)* **(pgs. 175-248)**

#2023-11 Florida Virtual School (FLVS) Amendment 2 to the FLVS Franchise Agreement for State of Florida School District with Suwannee County School Board (Note: This is an amendment to Contract #2021-62, which was previously Board approved on July 28, 2020.) (*Renewal/Revised*) (pgs. 249-306)

6. The Superintendent recommends approval of an out-of-state field trip for Suwannee High School (SHS) NJROTC students to attend the NJROTC Leadership Academy in Smyrna, Tennessee, June 26-30, 2022. (*Funded by the NJROTC Booster Club Account.*)
7. The Superintendent presents for informational purposes out-of-state travel for the following employee:

Name	Site	Date	Reason	Destination
Patrick Dawson	SHS	6/26-30, 2022	NJROTC Leadership Academy	Smyrna, TN

8. The Superintendent recommends approval of the following student transfers for the 2022-2023 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Brandt	Dieffenbach	Suwannee	Hamilton	9
Kye	Knowles	Suwannee	Columbia	9

9. Human Resources Transactions (pgs. 307-331)



## REGULAR AGENDA

1. Discussion and action regarding the selection of one School Board member to serve as a Legislative Liaison and one School Board member to serve as an Alternate Legislative Liaison on the FSBA Legislative Committee for the period July 1, 2022, through June 30, 2023.
2. The Superintendent recommends approval of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

#3.211	Recording of Parent-Staff Meetings ( <i>New</i> )
#5.121	Use of Time Out, Seclusions and Physical Restraint for Students ( <i>New</i> )
#5.28	School Health Services ( <i>Revised</i> )
3. The Superintendent recommends approval of the following personnel item for the 2021-2022 school year:
  - a. Overlap two contracts for the Director of Food Service position. (Note: The overlap will be May 10, 2022, through June 30, 2022. The estimated cost will be \$11,800. There is no impact to the General Fund.)
4. The Superintendent recommends approval to provide for a 2% salary increase to the following salary schedules, effective July 1, 2022:
  - Confidential, Secretarial, and Other Personnel
  - Administrators
  - District Level Coordinators
5. The Superintendent recommends approval of the following salary adjustments, *inclusive of performance pay adjustment*, for school-based administrators, effective July 1, 2022:

• Years Experience 0-4:	\$1,600.00
• Years Experience 5-9:	\$1,700.00
• Years Experience 10-13:	\$1,800.00
• Years Experience 14+:	\$2,000.00

6. The Superintendent recommends approval of the negotiated salary schedule for 2022-2023 and collective bargaining items tentatively agreed upon, including the instructional and education support personnel collective bargaining agreements for 2022-2025. (pgs. 332-498)
7. The Superintendent recommends changing the name of the football field located at Paul Langford Stadium from *Reeves Field at Paul Langford Stadium* to *Blalock-Reeves Field at Paul Langford Stadium*.
8. Comments from Student Ambassadors
9. Legal Counsel's Report
10. Superintendent's Report
11. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD  
WORKSHOP SESSION  
April 12, 2022

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Norman Crawford, Ed daSilva, and Ronald White, along with School Board Attorney Leonard Dietzen, Chief Financial Officers Marsha Brown and Vickie DePratter, and Secretary to the Superintendent/School Board Robinette Odom. School Board member Tim Alcorn was absent.

Administrators and others present: Jennifer Barrs, Jennifer Beach, Walter Boatright, Amy Boggus, Janene Fitzpatrick, Ronnie Gray, Wayne Hannaka, Angel Hill, Malcolm Hines, Michele Howard (arrived at 9:43 a.m.), Elizabeth Johnston, Mary Keen, Debbie Land (arrived at 11:47 a.m.), Carl Manna (arrived at 9:08 a.m.), Dee Dee McManaway, Kecia Robinson, UTSC President Eric Rodriguez, Debra Ross (arrived at 10:49 a.m.), Keith Stavig, Angie Stuckey, Marsha Tedder, Jimmy Wilkerson (arrived at 9:06 a.m.), Josh Williams, Kelli Williams, and Laura Williams.

Chairman Taylor called the meeting to order at 9:00 a.m., and led the pledge.

Assistant Superintendent of..... Janene Fitzpatrick  
Instruction Department Update

Ms. Fitzpatrick distributed the 2022-2023 and the 2023-2024 School Calendars. She stated the Calendar Committee would like to move the May 1 Professional Development day to April 17 on the 2022-2023 School Calendar. Discussion was held regarding spring break and how it coordinates with testing and spring break at North Florida College, as well as the Suwannee County Fair.

Ms. Fitzpatrick distributed a packet to Board members regarding federal programs. The following individuals on the Federal Programs Team provided a brief update on various programs:

- Kecia Robinson - Title I, Part A, Improving Basic Programs Operated by Local Educational Agencies
- Angel Hill – Title I, Part C, Education of Migratory Children; Title III, Part A, English Language Acquisition, Language Enhancement, and Academic

Achievement for English Learners and Immigrant Students; Title IX, Part A, Florida McKinney-Vento Program

- Kelli Williams – Title II, Part A, Supporting Effective Instruction
- Keith Stavig – Title IV, Part A, Student Support and Academic Enrichment; Title IV, Part B, 21<sup>st</sup> Century Community Learning Centers
- Title V, Part B, Subpart 2, Rural and Low-Income Schools Program

Assistant Superintendent of Administration .....Malcolm Hines  
Department Update

Mr. Hines stated that work is continuing on Policies #7.22 and #8.232. He reviewed additions and revisions to the following policies with the Board:

- #3.21 Recording of Parent-Staff Meetings (*New*)
- #5.121 Use of Time Out, Seclusion and Physical Restraint for Students with Disabilities (*New*)
- #5.28 School Health Services (*Revised*)

Mr. Dietzen informed the Board that new legislation will require that the Board adopt a new form for parents to opt in on various school health matters for their children.

Mr. Hines discussed the Student Conduct and Discipline Code with the Board and distributed an additional proposed change on pages 7 and 8, Section III, Guidelines Governing Student Behavior. He stated this aligns with the School Board Policy Manual.

Finance Department..... Marsha Brown/Vickie DePratter  
Update

Ms. DePratter provided the following updates:

- Distributed proposed changes to the 2021-2022 Salary Schedule:
  - Reclassify Project Specialist position to the same line as the Assistant CFO. She stated this would initially be funded with ARP dollars and then by the General fund, as in the past. She explained that for security purposes these two roles need to be combined.
  - Move Payroll Supervisor position from Level 1C to 1D. She stated that legislation drives the scope of work for this position and that duties have compounded exponentially. She stated that the salary has been topped out for many years with no movement. This would result in an increase of approximately \$4,300.

- Update the Substitute Teacher (Appendix H) and Teacher Salary Tutors (Appendix D) to reflect minimum wage changes.
- The General fund budget workshop will be held on May 10.
- The Federal and Food Service budget workshops will be held on June 28.
- Employee open enrollment for health insurance finalized with a total of 491.
- Covid-related claims have surpassed \$3.2 million.
- An increase in property insurance is expected this year. FSBIT staff is currently in the District performing a safety audit.

Curriculum and Instruction Department Update.....Jennifer Barrs

- Summer school schedule and positions **(pgs. 47-51)**
  - Ms. Barrs reviewed the information provided in the agenda packet regarding the 2022 summer school schedule, as well as an additional handout relating to additional hours of instructional and non-instructional summer school personnel.
- Various new contracts **(pgs. 52-149)**
  - Ms. Barrs reviewed various contract renewals, which included the Department of Highway Safety and Motor Vehicles Contract for a Florida Driver Education Administrator at Suwannee High School, and the Dual Enrollment Articulation Contract with North Florida College.

The workshop recessed at 12:10 p.m. for lunch and resumed at 1:18 p.m.

Superintendent Update ..... Ted Roush

Mr. Roush provided the following updates:

- There is a need to hold an Executive Session today immediately following the Special Meeting.
- Work is progressing on the SCSD Employee Wellness Center; he will keep the Board updated.
- Board members should have received a calendar link from his office that shows end-of-the-year activities that Board members may wish to attend.
- Working with the Food Service Department to implement a plan for next school year.
- The Board's commitment to safety and security is appreciated.

### **Miscellaneous**

- Mr. White asked about obtaining food for student meals next school year. Mr. Roush advised the matter is being worked on and that an update will be provided. Mr. White inquired about championship rings for BHS students, specifically students who will soon be graduating. Ms. DePratter stated that it is most likely a case of the school waiting on the rings to be delivered, as the Finance Department has processed purchase order requisitions from BHS for the rings.
- Mr. Crawford updated the Board on his recent onsite visit to schools in Marianna that are currently managed by Sodexo. He stated he had also visited schools in the Suwannee County School District. Mr. Crawford requested to know the protocol for when Board members visit a school; Mr. Roush responded.
- Mr. Taylor stated he is interested in updates on the following items at a future workshop: Navigate Wellness Program, ESS (Substitute Staff Placement) Company, Parent Liaison Program, SMS scoreboards, and the condition of school tracks in the district.

The workshop adjourned at 1:41 p.m.

SUWANNEE COUNTY SCHOOL BOARD  
SPECIAL MEETING  
April 12, 2022

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Norman Crawford, Ed daSilva, and Ronald White (arrived at 1:45 p.m.), along with School Board Attorney Leonard Dietzen, Chief Financial Officers Marsha Brown and Vickie DePratter, and Secretary to the Superintendent/School Board Robinette Odom. School Board member Tim Alcorn was absent.

Chairman Taylor called the meeting to order at 1:44 p.m.

MOTION by Mr. daSilva, second by Mr. Crawford, for approval to adopt the agenda, along with the Agenda Addendum. MOTION CARRIED UNANIMOUSLY

*(Note: Mr. White is now present at the Special Meeting.)*

1. MOTION by Mr. Crawford, second by Mr. daSilva, for approval of the following contract/agreement: (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2022-115      Agreement between the Florida Department of Highway Safety and Motor Vehicles, Division of Motorist Services ("Department"), and the Suwannee County School Board ("Driver Education Administrator") to conduct driver license examinations on behalf of the Department (*Revised/Renewal*) (pgs. 4-21)

MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. White, second by Mr. Crawford, for approval of revisions to the 2021-2022 Salary Schedule (*previously discussed in workshop session*). (A copy of the revised schedule is available in the office of the Chief Financial Officer.)

MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. daSilva, second by Mr. Crawford, for approval of the following personnel items for the 2021-2022 school year:

a. The following summer school positions for the 2022 summer school term:

<u>Program</u>	<u>Number of Employees/Position</u>	<u>Funding</u>
3 <sup>rd</sup> Grade Summer Reading Camp	10 – Teachers (BES-2; SPE-3; SRE-3; SSE-2)	Coordinated Funds: General Fund/Reading Allocation/Federal Programs
Pre-Kindergarten/VPK	6 – Teachers (SPE)	VPK/ARP Funds
Extended School Year (ESY) Services for ESE	3 – Teachers (BES-1; SPE-2) 3 – Paraprofessionals (BES-1; SPE-2) 1 – Nurse (SPE-1) 2 - Bus Drivers 2 - Bus Attendants <i>(As needed for ESE travel throughout the district)</i>	IDEA Grant
Credit Recovery (Grades 8-11)	8 – Teachers (BHS-1; SHS-6) 3 – Paraprofessionals (BHS-1; SHS-2) 2 – Deans (BHS -1; SHS-1)	Federal Programs/General Fund
Driver's Education	3 – Teachers <i>(SHS-2-Serving students from SHS and SVS, as needed; BHS-1-Serving students from BHS and SVS, as needed)</i>	Federal Programs/General Fund
Hope/PE	1 – Teacher (BHS)	Federal Programs/General Fund
Virtual Instruction	12 –Teachers <i>(SVS-12: As needed to complete courses already in progress)</i>	General Fund/ARP



<u>Program</u>	<u>Number of Employees/Position</u>	<u>Funding</u>
21 <sup>st</sup> Century (CCLC) Program	4 – Site Coordinators (BES-1; SPE-1; SRE-1; SSE-1) 4 – Paraprofessionals (BES-1; SPE-1; SRE-1; SSE-1)	21 <sup>st</sup> CCLC Grant
Students in Transition	1 – Teacher (SMS) 3 – Paraprofessionals (SMS) 1 - Bus Driver	ARP-HCY (American Rescue Plan-Homeless Children and Youth)
Migrant Summer Program	1 - Teacher (SSE) 3 - Paraprofessionals (SSE)	Title I Part C

NOTE: Positions will be based on student enrollment daily.

- b. The following personnel to implement the 2022 Summer Food Service Program:

<u>Sites</u>	<u>Personnel</u>	<u>Up to Hours/Week</u>
All Sites	2 – Food Service Managers; 8-hour	32
	8 – Food Service Workers; 7-hour	28
	1 – Food Service Monitor	20
	2 – Substitute Food Service Workers	As needed

(All Food Service positions are subject to program participation.)

#### MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. White, second by Mr. daSilva, for approval of the following expulsions:
- Case #2021-2022-31**: The Superintendent recommends approval of the Hearing Officer's Recommended Order, dated March 15, 2022, for expulsion of the student through the remainder of the 2021-2022 school year and all of the 2022-2023 school year. (*Final Action*)
  - Case #2021-2022-35**: The Superintendent recommends approval of the Hearing Officer's Recommended Order, dated March 15, 2022, for expulsion of the student through the remainder of the 2021-2022 school year. (*Final Action*)
  - Case #2021-2022-37**: The Superintendent recommends revoking the March 22, 2022 expulsion. (*Final Action*)

- d. **Case #2021-2022-40**: The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year. (*Final Action*)
- e. **Case #2021-2022-41**: The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year. (*Final Action*)
- f. **Case #2021-2022-42**: The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year and all of the 2022-2023 school year. (*Final Action*)
- g. **Case #2021-2022-44**: The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year and all of the 2022-2023 school year. (*Final Action*)
- h. **Case #2021-2022-48**: The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year and all of the 2022-2023 school year. (*Final Action*)

MOTION CARRIED UNANIMOUSLY

**Action on the Agenda Addendum**

- #1. MOTION by Mr. White, second by Mr. Crawford, for approval to overlap the Assistant Superintendent of Instruction position, to provide for an interim position, from April 15, 2022, not to exceed September 30, 2022. The estimated cost will be \$7,500. There is no impact to the General Fund. Mr. White had questions, which were answered by Mr. Roush. MOTION CARRIED UNANIMOUSLY
- #2. MOTION by Mr. daSilva, second by Mr. Crawford, for approval to make the following revisions to the 2022-2023 School Calendar, previously approved by the Board on February 23, 2021. (pgs. A2-A3)
  - a. Change April 17, 2023 from a student day to a Professional Development (PD) day
  - b. Change May 1, 2023 from a PD Day to a student day  
(Page two of the Calendar will be updated to represent the above changes.)

Discussion followed. MOTION CARRIED three to one; Mr. White voted NO.

**End of Agenda Addendum**

The meeting adjourned at 2:00 p.m.

SUWANNEE COUNTY SCHOOL BOARD  
PUBLIC HEARING  
April 26, 2022

MINUTES

The Suwannee County School Board held a Public Hearing on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom.

School Resource Officer Berry Raulerson, UTSC President Eric Rodriguez, and Student Ambassadors Nathalia Veal and Jake Wooley were also present.

Chairman Taylor called the hearing to order at 5:55 p.m.

1. Final review of additions and revisions to the Suwannee County School Board Policy Manual as follows: (A copy is available for review in the office of the Assistant Superintendent of Administration.)

#2.18	Respect and Civility in Schools and District Offices ( <i>New</i> )
#5.021	Homeless Students ( <i>Revised</i> )
#6.43	Use of Social Media ( <i>New; Replaces Policy #6.371</i> )
#8.33	Electronic Systems Responsible Use ( <i>New</i> )

Chairman Taylor called for comments or questions regarding the additions and revisions to the Suwannee County School Board Policy Manual, and there were none.

The hearing adjourned at 5:57 p.m.

SUWANNEE COUNTY SCHOOL BOARD  
REGULAR MEETING  
April 26, 2022

MINUTES

The Suwannee County School Board met in Regular Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Jerry Taylor, Tim Alcorn, Norman Crawford, Ed daSilva, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Marsha Brown, and Secretary to the Superintendent/School Board Robinette Odom.

School Resource Officer Berry Raulerson, UTSC President Eric Rodriguez, and Student Ambassadors Nathalia Veal and Jake Wooley were also present.

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

Student remarks and pledge to the flag by Suwannee Pineview Elementary Fellowship of Christian Athletes organization.

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 following individuals addressed the Board regarding Item #1 on the Regular Agenda, *Discussion, update, and possible action on RFP #22-202, proposed Contract #2023-03, with Sodexo America, LLC to provide Food Service Management (NEW)*:

- Eric Rodriguez – Distributed letter from Branford High School parent that was complimentary of the cafeteria food; expressed concern that the food service contract is on the agenda again, that the Board may be perceived as flip-flopping on the issue, and for employees' pensions
- Anita Williams – Advised Sodexo is not an American company; would like responses to specific questions; students are the most important, and everyone should work together as a team

Mr. Taylor responded to Ms. Williams' questions.

MOTION by Mr. daSilva, second by Mr. Crawford, for approval to adopt the Agenda, along with the following change: Moving Item #1 to after Item #8 on the Regular Agenda. MOTION CARRIED UNANIMOUSLY

MOTION by Mr. Crawford, second by Mr. daSilva, for approval of the Consent Agenda. MOTION CARRIED UNANIMOUSLY

### CONSENT AGENDA

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

1. Approval of the following Minutes:  
(pgs. 7-26)

March 8, 2022	- Workshop Session
	- Special Meeting
	- Expulsion Hearing (Private)
March 22, 2022	- Public Hearing
	- Regular Meeting

2. Approval of the monthly financial statement for March 2022.
3. The Superintendent presents the following bills for the period March 1-31, 2022:

**General Checking Account**

General Fund 1000	\$ 549,153.90
LCI Fund 3200	160,684.21
Food Service Fund 4100	191,132.52
Federal Fund 4200	237,734.17
Other Cares Act Relief Fund 4420	3,178.50
ESSER II Fund 4430	259,107.95
ESSER III – ARP	841.77
	<hr/>
	\$ 1,401,833.02

**Payroll Checking Account**

General Fund 1000	\$ 3,198,581.31
Food Service Fund 4100	148,902.19
Federal Fund 4200	350,667.60
Other Cares Act Relief Fund 4420	3,794.34
ESSER II Fund 4430	<u>95,824.02</u>
	\$ 3,797,769.46

**Total** \$ 5,199,602.48

4. Approval of the following budget amendments for the fiscal year 2021-2022:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-9	III-9	IV-1 (ARP)
		IV-3 (ESSER)
		IV-4 (ESSER II)
		IV-1 (ESSIR III)
		IV-9 (Federal)
		IV-7 (Food Service)
		IV-7 (Other Cares)

5. Approval of the following contract/agreement for the 2022-2023 school year: (*Renewal/Revised*) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2023-02 Dual Enrollment Articulation Agreement between the District Board of Trustees of North Florida College and the District School Board of Suwannee County (*Renewal/Revised*) (pgs. 27-45)

6. Approval to accept the following donated item:

<u>Site</u>	<u>Item</u>	<u>Donor</u>
SMS/ Football Boosters	Cash Donation (\$1,000)	Melissa Snodgrass

7. Approval of the following form:

#7200-047 ESOL Training Requirement Agreement Form (*Revised*) (pg. 46)

8. Approval of the following student transfers. Parents will provide transportation.

District Reassignment (for the 2021-2022 School Year):

FIRST NAME	LAST NAME	TO	FROM	GRADE
Jalayah	Henderson	Suwannee	Hamilton	7
Kolby	Riegel	Suwannee	Madison	8

District Reassignment (for the 2022-2023 School Year):

FIRST NAME	LAST NAME	TO	FROM	GRADE
Stella	Burris	Suwannee	Columbia	PK
Jacob	Peterson	Suwannee	Lafayette	K

9. Expulsions

- a. **Case #2021-2022-43:** The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year. (*Final Action*)
- b. **Case #2021-2022-45:** The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year and all of the 2022-2023 school year. (*Final Action*)
- c. **Case #2021-2022-46:** The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year and all of the 2022-2023 school year. (*Final Action*)
- d. **Case #2021-2022-47:** The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year and all of the 2022-2023 school year. (*Final Action*)

## 10. Human Resources Transactions (pgs. 47-54)

### **RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:**

#### **RECOMMENDATION: ADMINISTRATIVE:**

##### Suwannee High School:

Keith Cherry, Assistant Principal, effective March 24, 2022

REPLACES: Gary Caldwell

#### **RECOMMENDATION: INSTRUCTIONAL:**

##### Suwannee High School:

Kevin Lewis, Dean (Temporary), effective April 7, 2022

REPLACES: Keith Cherry

#### **RETIREMENTS: INSTRUCTIONAL: (Presented for information purposes only)**

##### Suwannee High School:

Suzanne Tillman, Teacher, effective June 1, 2022

##### Suwannee Riverside Elementary:

Sharon Ragan, Teacher, effective August 2, 2022

#### **RESIGNATION: INSTRUCTIONAL: (Presented for information purposes only)**

##### Suwannee High School:

Travis Tuten, Teacher, effective July 5, 2022

#### **SUSPENSION:**

##### Suwannee Springcrest Elementary:

Darlene Rice, Teacher effective April 8, 2022 through April 12, 2022, without pay

#### **SUPPLEMENTARY:**

##### Employee Name

Aaron Bass

Brooke Harrelson

Timothy May

##### Position

Boys' Assistant Track Coach

Girls' Intramural Basketball Coach

Girls' Softball Coach

##### Location

Branford High School

Branford High School

Suwannee Middle School



**RETIREMENTS: NON-INSTRUCTIONAL: (Presented for information purposes only)**

Suwannee Riverside Elementary:

Debra Gamble, Bookkeeper, effective July 5, 2022

Suwannee Springcrest Elementary:

Georgia Chancey, Cafeteria Manager, effective April 5, 2022 (*Amended from the January 25, 2022 Agenda*)

Transportation:

Mercedes Grevacio, Bus Attendant, effective October 11, 2022

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

Branford Elementary School:

Dawn Willms, Custodian, effective April 25, 2022

REPLACES: Karen Tucker

Suwannee High School:

Columbus Perry, Custodian, effective March 22, 2022

REPLACES: David Daniels

Kasey Wynn, Bookkeeper, effective May 4, 2022

REPLACES: Heather Crotty

Suwannee Middle School:

Magda Sanches, Custodian, effective April 25, 2022

REPLACES: Dawn Willms

Suwannee Pineview Elementary:

Yanelis Cruz, Custodian, effective March 29, 2022

REPLACES: Carminda Ramos

Suwannee Springcrest Elementary:

Haley Snipes, Paraprofessional (Temporary), effective March 28, 2022

REPLACES: New Position

Transportation:

Joanne Ripley, Crossing Guard, effective March 22, 2022

REPLACES: New Position

**RESIGNATIONS: NON-INSTRUCTIONAL: (Presented for information purposes only)**

RIVEROAK Technical College:

Claudies Ivey, Custodian, effective June 1, 2022

Suwannee High School:

Randi Croft, School Nurse, effective May 31, 2022

Heather Crotty, Bookkeeper, effective May 4, 2022

Kimberly Wilkison, Custodian, effective April 25, 2022

Tammie Warner, Food Service Manager, effective June 6, 2022

Suwannee Riverside Elementary:

Gabrielle Buchanan, Paraprofessional, effective May 31, 2022

Suwannee Pineview Elementary:

Lashley Fletcher, Paraprofessional, effective March 22, 2022

Suwannee Springcrest Elementary:

Shana Hodge, Paraprofessional, effective March 17, 2022

Suwannee Virtual School:

Christina Powell, Paraprofessional, effective April 8, 2022

Transportation:

Christene Scrivens, Bus Attendant, effective March 29, 2022

**TRANSFERS/REASSIGNMENTS:**

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>
Mercedes Gervacio	Facilities Custodian	Transportation Bus Attendant	April 5, 2022
Rebecca Kirby	Suwannee Pineview Elem. Cafeteria Manager	Suwannee Springcrest Elem. Cafeteria Manager	April 6, 2022
Karen Tucker	Branford Elementary School Custodian	Branford High School Head Custodian	April 4, 2022

**MISCELLANEOUS:**

District Wide:

Approval for the following Teachers/Paraprofessionals to work as Test Administrators up to 270 hours combined:

Brandi Allen  
Jeffrey Boatright  
Brooke Cox-Knowles

Stephanie Eady  
Jean Eckhoff  
Alissa Hahn

Approval of the following Teachers to work up to 32 additional hours each to conduct compliance checks:

*(Paid from IDEA Grant Funds)*

Amy Allen  
Cristina Herrington  
Melissa McKire  
Catherine Nicely

Stefani Santos  
Michelle Thompson  
Jennifer Turner

Transportation:

Approval of the following employees as Bus Driver Trainers part-time hourly:

David Barnes  
Inez Williams

**PART-TIME/HOURLY EMPLOYEES:**

**RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES**  
**January 1, 2022 through June 30, 2022:**

**COMMUNITY EDUCATION: (Pending class enrollment)**

Angela Hicks

Stained Glass

**SUBSTITUTES:**

Transportation:

The following to serve as Substitute Bus Attendants:

James Barton  
Jackie Joseph  
Jeff Paul

**VOLUNTEERS:**

Harrison Ambrose  
Carol Bent  
Delilah Bray  
Lauren Byrd  
Zachary Carpenter  
Danielle Christie  
Lisa Clendenin  
Cindy Collins  
Carie Creelman  
Stevie Dasher  
John Dukes  
Morgan Gamez

Christopher Aretino  
Marsha Bower  
Thomas Brown  
Lacey Cannon  
Deborah Carter  
Francis Clary  
Samuel Cloud  
David Courtemanche  
Stacy Dachuk  
Marcus Defeo  
Wesley Durrance  
Alisha Garcia

Patresha Baker  
Kelly Bradow  
Darian Burger  
Elizabeth Cardon  
Claudia Caudill  
Jessica Clemments  
Abbie Coker  
Tina Courtemanche  
Kevin Dasher  
Samantha Dotson  
Shanti Fridley  
Tracey Garner

Angela Gordie  
Alicia Hardy  
Tiffany Harris  
Tammy Henderson  
Joseph Hewiett  
Heather Humphrey  
Amanda Johnson  
Jessica Kelly  
Jackie Malaguti  
Gwendolyn McCray  
Roy Moore Jr.  
Lindsey Nettles  
Elizabeth Ogles  
Andrea Pacheco  
Benjamin Quiterio  
Sarah Ratliff  
William Rogers  
Christopher Sasser  
Heather Smith  
Bridget Stegall  
Aleshia Terry  
Shelby Turner  
Sheila Walker  
Beverly Williams  
Lori Zipperer

Jennifer Hagewood  
Edward Harris  
Natalie Hayes  
Teneshia Henderson  
Majesta Hewiett  
Cheryl Jackson  
Sarah Jolley  
Brent Knighton  
Michael Malaguti  
Marissa McElroy  
Ana Morales  
Michael Nettles  
Amy Osborne  
Vallerie Paul  
Fawn Radwanski  
Amy Reed  
Mariana Rosalio  
Darian Simmons  
Mary Spin  
Rachael Tanksley  
Katelynn Thomas  
Melissa Underwood  
Katlin Westrich  
Kelli Williamson

Tori Hall  
Gracelynn Harris  
Thena Hendershot  
Melanie Hendry  
Melissa Holtzclaw  
Marvin Jerkins  
David Kelly  
Michelle Lord  
Tracy Martin  
Taylor Mobley  
Bianca Morgan  
Jacob Norris  
Christopher Osborne  
Christina Quinn  
William Rains  
Amanda Rickett  
Emanuel Sanchez  
Jenny Sloan  
Patricia Spin  
Ryan Tanksley  
May Townsend  
Tara Vasquez  
Jalexis Whitaker  
Fredrick Young

**End of List  
2021-2022  
School Year**

**RECOMMENDATIONS FOR THE 2021-2022 SUMMER TERM:**

**RECOMMENDATIONS: INSTRUCTIONAL:**

Approval for the following teachers to work up to 40 additional hours each conducting Pre-K evaluations and writing IEPs:

District Wide:

Holly Marsee  
Sheila Watson

Approval for the following Dean to work up to 100 hours:

Suwannee Middle School:

Alan Bonds

Approval for the following Coaches to work up to 350 hours combined:

Branford High School:

Erin Clark  
Mendy Sikes  
Misty Ward

William Wiles  
Matthew Yancey

Suwannee High School:

Justin Bruce  
Joseph Gaddy  
Glenn Green

Josh Jacobson  
Daniel Marsee

Approval for the following Coaches to work up to 200 hours combined:

Suwannee Middle School:

Andrew Chapman  
Joseph Gaddy  
Seth Stebbins

Approval for the following Guidance Counselors/Academic Coaches to work up to 100 additional hours combined:

Branford Elementary:

Lisa Flowers  
Margaret Williams

Suwannee Riverside Elementary:

Kelly Driggers  
Kelli Roberts

Suwannee Pineview Elementary:

Rebecca Carter  
Jennifer Wooley

Suwannee Springcrest Elementary:

Jenny Clark  
Debbie Singletary

Approval for the following Guidance Counselors/Academic Coaches to work up to 125 additional hours combined:

Branford High School:

Leah Harrell  
Monica Jackson

Suwannee Middle School:

Cristina Herrington  
Misty Herring

Approval for the following Academic Coach to work up to 50 additional hours:

Suwannee High School:

Amy Hendry

**RECOMMENDATIONS: NON-INSTRUCTIONAL:**

Approval for the following to work up to an additional 12 hours each for Pre-K registration/enrollment from July 25, 2022 through July 28, 2022:

<u>NAME</u>	<u>LOCATION</u>
Tresca Anderson	Suwannee Riverside Elementary
Tara Brock	Suwannee Springcrest Elementary
Gail Butler	Suwannee Riverside Elementary
Alexis Dalton	Suwannee Pineview Elementary
Kelly Davidson	Branford Elementary School
Traci Davis	Suwannee Pineview Elementary
LaDonna Holmes	Suwannee Springcrest Elementary
Cara Howard	Branford Elementary School
Amanda Kiser	Suwannee Pineview Elementary
Marissa Lane	Suwannee Springcrest Elementary
Kelsey Leighton	Suwannee Springcrest Elementary
Nicole Poole	Suwannee Riverside Elementary
Edna Roberts	Branford Elementary School
Carol Townsend	Suwannee Riverside Elementary
Deanna Yott	Suwannee Riverside Elementary

**End of Summer Term List  
2021-2022  
School Year**

## REGULAR AGENDA

1. Discussion, update, and possible action on RFP #22-202, proposed Contract #2023-03, with Sodexo America, LLC to provide Food Service Management (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.) **(pgs. 55-174)**

NOTE: As voted and approved by Board, action for Item #1 was taken at the end of this agenda, after Item #8.

2. MOTION by Mr. Alcorn, second by Mr. Crawford, for approval of additions and revisions to the Suwannee County School Board Policy Manual as follows: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

- #2.18 Respect and Civility in Schools and District Offices (*New*)
- #5.021 Homeless Students (*Revised*)
- #6.43 Use of Social Media (*New; Replaces Policy #6.371*)
- #8.33 Electronic Systems Responsible Use (*New*)

### MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows, with the understanding from Mr. Hines that Policy #3.21 should be numbered as Policy #3.211.

- #3.21 Recording of Parent-Staff Meetings **(pgs. 175-176)**
- #5.121 Use of Time Out, Seclusions and Physical Restraint for Students with Disabilities **(pgs. 177-180)**
- #5.28 School Health Services **(pg. 181)**

### MOTION CARRIED UNANIMOUSLY

4. MOTION by Mr. Crawford, second by Mr. White, for approval of the 2022-2023 Suwannee County School District Student Conduct and Discipline Code for all elementary and secondary schools (*previously discussed in workshop session*). (A copy is available for review in the office of the Assistant Superintendent of Administration.)

MOTION CARRIED UNANIMOUSLY

5. MOTION by Mr. Alcorn, second by Mr. Crawford, for approval of the annual Florida Department of Education, Office of Educational Facilities, Florida Inventory of School Houses (FISH) Certification of Facilities Data for 2021-2022.

Mr. Roush advised that the Suwannee County School District Employee Wellness Center was added to the certification. MOTION CARRIED UNANIMOUSLY

6. MOTION by Mr. Crawford, second by Mr. daSilva, for approval of the following curriculum items:

- a. 2023-2024 School Calendar (*previously discussed in workshop session*) (pgs. 182-183)

After discussion, the Board agreed to workshop this item before taking action. MOTION by Mr. White, second by Mr. Crawford to TABLE Item #6. MOTION TO TABLE CARRIED UNANIMOUSLY

7. MOTION by Mr. daSilva, second by Mr. Alcorn, for approval of the following personnel item for the 2021-2022 school year:

- a. Revisions to the following summer school positions for the 2022 summer school term (as previously approved at the April 12, 2022 Special Meeting):

<u>Program</u>	<u>Number of Employees/Position</u>	<u>Funding</u>
21 <sup>st</sup> Century (CCLC)	4 – Site Coordinators (No changes) (BES-1; SPE-1; SRE-1; SSE-1)	21 <sup>st</sup> CCLC Grant
	<del>4</del> 12 – Paraprofessionals *	
	(BES- <del>4</del> 3; SPE- <del>4</del> 3; SRE- <del>4</del> 3; SSE- <del>4</del> 3)*	

(\*) Added Paraprofessional Positions

NOTE: Positions will be based on student enrollment daily.

Questions by Mr. Alcorn and Mr. White were answered by Ms. Fitzpatrick. MOTION CARRIED UNANIMOUSLY



8. MOTION by Mr. White, second by Mr. Alcorn, for approval to award the following bid:

#21-201            One year extension, July 1, 2022-June 30, 2023, to Bassett Dairy for Milk

Questions from Mr. White and Mr. daSilva were answered by Mr. Roush.  
MOTION CARRIED UNANIMOUSLY

1. Discussion, update, and possible action on RFP #22-202, proposed Contract #2023-03, with Sodexo America, LLC to provide Food Service Management (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.) (pgs. 55-174)

NOTE: Below is the action for Item #1:

Mr. Roush advised that he has made no contact with Mr. Alcorn, Mr. Crawford, or Mr. daSilva, but that, on their own, they have visited other school districts. He stated he still firmly believes it is the right decision to enter into the contract.

Mr. Dietzen stated that under Robert's Rules of Order #38, there could be a renewing of the motion from the March 22, 2022 Board meeting. He stated that any member can make a motion to vote on this issue.

Mr. Roush stated Mr. Hines has been working with food service personnel and having conversations with employees to help improve the situation. He stated this has resulted in some management decisions. Mr. Roush stated that Mr. Hines will be holding interviews for school food service managers, as two have retired, and one has been demoted.

Mr. Hines stated he sees a failure in the system in that there is no level of consistency for food service in schools across the District, and this needs to be addressed. He stated that the manner in which the District takes care of the needs of food service for students is the cornerstone of their school performance. Mr. Hines stated that improvements can be made in each school, but he is concerned it may not be enough.

Mr. Roush stated the issue is now left up to Board members.

Mr. White stated the District has nothing to lose and feels the Board should consider approving the contract. He stated it is his job to worry about students, and he is concerned there will not be a food supply next school year.

Mr. daSilva stated it would be a logistical nightmare to convert with the option of discontinuing after a year. He stated that if the Board approves the contract, they are not keeping it local. Mr. daSilva stated he is not a big proponent of contracting out services and would like the District to have the ability to maintain management. He expressed concern with only \$400,000 Sodexo guaranteed would be returned to the District. Mr. daSilva stated his on-site visit to a neighboring county, who does not have a food service management company, revealed incredible quality control. He stated food service managers go to one school per week, and each cafeteria takes pictures that are sent to the Director, so that the Director sees every meal and what the plating looks like, on a daily basis. He stated the staff eats what the kids eat. Mr. daSilva stated the software there seems to be better than what we currently have, noting that theirs is set up so that if one school has an extra case of chicken nuggets, for example, another school can see that information on the computer, and acquire the food items.

In response to Mr. daSilva's statement regarding the \$400,000, Mr. Roush stated that even though the District was able to roll over \$800,000 last year, it appears that this year there will only be approximately \$186,000 to roll over. Mr. Roush stated that in a recent meeting with other Superintendents in the state, food service management was a topic. He said it was interesting that of the districts who currently use a food service management company, none of them raised a hand when asked if they would return to a self-operating system.

Mr. Crawford stated that a major part of this issue is the management piece. He questioned why the District did not work on deficiencies early on before it came to this point. He stated he went to Marianna, Florida to make his own assessment. He stated he observed a good process there, noting that kids got to pick what they wanted. Mr. Crawford stated there is a power-buying group that a lot of counties are in, and those schools are not suffering. He stated he believes our District can make improvements and that he cannot make the decision at this time to go with a food service management company.

Mr. Roush stated the District began dealing with the food service issue prior to Mr. Crawford or Mr. Hines being in their current positions. He stated attempts have been made to improve the system, and when this did not work out,

alternative options began to be looked at. Mr. Roush stated that regardless of what the Board does, things will get better, though he still feels a food service management company is the best option.

Mr. Alcorn stated he wants to keep food service in house.

Mr. Roush stated a hard-line approach is being taken because the District needs hard-line results. He stated if the Board does not act on the matter tonight, then we are out of time for the coming school year.

Mr. Crawford stated the Board should do everything in its power to improve the food service system and keep it in house.

Mr. daSilva stated that he discovered in talking with the neighboring school district, that they do food tasting; students taste and give feedback throughout the year. He stated he believes kids should be surveyed. He stated that consistency in food quality across the District is key and that renegade cafeterias should be curtailed.

Mr. Taylor stated he believes there is valid reason to bring this item up again. He stated that it has been brought up that Sodexo is not an American company, but that many companies are foreign, including Target. He stated Sodexo has guaranteed a carry-over of \$483,000. He added that Sodexo will increase participation, has shown that employee insurance costs would be less, and that no one would lose their job. Mr. Taylor stated that the District has some of the best employees in the world but that the issue with lack of consistency in cafeterias has been going on for quite some time. He stated that the reason the Advent Christian Village (ACV) discontinued its contract with Sodexo had nothing to do with quality or issues with Sodexo, but rather with the clientele that ACV serves.

Mr. White stated he would like the Board to vote on the issue. Mr. Dietzen again provided the Board members with the procedure, if it should decide to do so.

Discussion ended with no action being taken on this item.

## 9. Comments from Student Ambassadors

Student Ambassadors Nathalia Veal and Jake Wooley updated the Board on the status of student organization accomplishments and athletic competitions at their respective schools.

Board members congratulated Ms. Veal on her recent honor of being appointed to the Air Force Academy, being chosen as the Meldon Law Student Athlete of the Week, and receiving the Dairy Farmer and Suwannee Valley Electric Cooperative scholarships. Mr. Wooley also congratulated Ms. Veal.

Board members congratulated Mr. Wooley on receiving the Best of Show Award at the recent Valdosta State University Art Show.

Board members thanked Ms. Veal and Mr. Wooley for their time, effort, and dedication in serving as Student Ambassadors.

## 10. Legal Counsel's Report

- Mr. Dietzen expressed kudos to the Student Ambassadors.
- Mr. Dietzen advised that a monumental decision regarding the First Amendment is expected to be handed down from the U.S. Supreme Court in June. He will keep the Board informed.

## 11. Superintendent's Report

Mr. Roush provided updates on the following items:

- Teacher Appreciation Week is next week; provided Board members and Mr. Dietzen an umbrella with the Suwannee County School District emblem on it, which District employees will also receive.
- There is a need to hold a brief executive session after the Board meeting.
- Branford Middle and Branford High FFA Chapters made the "Florida's Finest" list.
- The Front Porch magazine by Greene Publishing Group published a nice article about RIVEROAK TECHNICAL COLLEGE.
- The Suwannee High School Boys Weightlifting Team placed first in the Class 2A state snatch event.

- There are banquets and other events on the End-of-Year Calendar for the week ending Saturday.
- Provided information the Board asked for at the February Workshop regarding employees using leave time for Professional Development (PD) days. He stated that PD days started out being on Wednesdays, but since that stopped instructional momentum, PD days were moved to Mondays. The data shows that employees attended at a rate of 83 percent on Wednesdays and at a 76 percent rate on Mondays. He pointed out that in either case, if employees elect to burn vacation days, at least it is not on a day when student contact is lost.
- Appreciates the feedback and discussion from Board members.

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

- Mr. Crawford would like the Board to consider looking into naming specific District facilities in honor of minorities. Mr. Roush responded that this would be discussed at the May workshop. He explained there has been discussion about memorializing certain individuals, such as Charles Blalock, who worked very hard to install the new football stadium.
- Mr. daSilva spoke on the following:
  - He stated the dialogue on the contentious item before the Board had been a good, level-headed conversation. He stated there is a lot of work ahead to get things right and that time is of the essence.
  - He stated the end-of-the-year activities are a fun, busy time, and he is looking forward to it.
  - He stated he appreciated everyone's hard work.
- Mr. White stated there is a continued need to update tracks and scoreboards. He stated there are organizations who plan to donate and asked if the School Board would be willing to help. Mr. Roush stated he has looked into the possibility of updating tracks in the District; the cost to rubberize a six-lane track is approximately \$600,000. He stated a lot of work is being done to find out the most feasible way to improve the tracks.

- Mr. Taylor spoke on the following:
  - He applauded the efforts of Suwannee Middle School (SMS) Principal Laura Williams on the landscaping beautification project at SMS.
  - He stated that last week he attended the FSBIT meeting in Tampa and that the District is looking at an insurance rate increase, which does not include cyber security.
  - He stated the legislature has ruled that some of the ARP and ESSER funds must be spent by September.
  - He advised that a long-time, dedicated educator, Sherwood Boatright, was laid to rest this afternoon.

The meeting adjourned at 7:52 p.m.



**VIRTUAL LEARNING LAB AGREEMENT**  
**by and between**  
**FLORIDA VIRTUAL SCHOOL**  
**and**  
**THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA**

This Virtual Learning Lab Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS") and The School Board of Suwannee County, Florida ("District"), collectively referred to hereinafter as the "Parties" or "Party."

**WHEREAS**, FLVS is a corporate body and political subdivision of the State of Florida which serves a component of Florida's Early Learning-20 Education System; and

**WHEREAS**, the District is a corporate body and political subdivision of the State of Florida which governs and controls the above named School District; and

**WHEREAS**, the District desires to utilize FLVS services as a Virtual Learning Lab ("VLL"), providing an innovative learning solutions for students; and

**WHEREAS**, the Parties find the terms of this Agreement mutually beneficial and in the best interests of the students and families which they both serve.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**INCORPORATION OF RECITALS**

The foregoing recitals are true, correct, and incorporated herein by reference.

**1. DEFINITIONS**

- a) "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control of another person or entity. "Control" as used here means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty (50%) of the aggregate of all voting interest in such entity.
- b) "Authorized Third Parties" means any non-employee agent, representative, independent contractor, sub-contractor, or consultant of the District whose duties or services require or include access to or use of the Licensed Materials on behalf of or at the direction of the District.



- c) "Authorized Users" means District personnel directly employed by the District whose duties require or include access to or use of the Licensed Materials.
- d) "Confidential Information" means (i) all information of either Party or its Affiliates or of third persons to whom the Party owes a duty of confidence that is marked confidential, restricted, or proprietary, or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.
- e) "Data" means District information entered into the LMS or VSA to include, but not limited to, student, staff, school, and parent information.
- f) "Intellectual Property" means proprietary commercial, industrial, and intellectual products and property (both tangible and intangible) as well as proprietary designs, information, processes, ideas, inventions, copyrights, trademarks, service marks, patents, trade secrets and other legal rights and privileges held by FLVS, including those associated with and/or arising from the Licensed Materials.
- g) "Intellectual Property Rights" includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.
- h) "Learning Management Systems" or "LMS" means the software-based system ("Platform") that must be utilized to access the FLVS courses and course components.
- i) "Licensed Materials" means the FLVS courses, course components, assessments, third-party components, Learning Management System (LMS), and Virtual School Administrator (VSA).
- j) "Successful Completion" means any half credit enrollment which achieves a completed status with a final grade of "D" or better, issued by an FLVS instructor through the final grade report in the Virtual School Administrator.
- k) "Virtual School Administrator" or "VSA" means the FLVS student information and registration system.





## 2. **LICENSE GRANT**

FLVS grants to the District a restricted, non-exclusive, non-transferable license to use the Licensed Materials beginning as of the date upon which the Agreement is fully executed by both Parties and terminating pursuant to Section 3, "Term" of this Agreement. The District acknowledges and agrees that the Licensed Materials may only be accessed and used by Authorized Users and Authorized Third Parties for purposes of academic instruction and assessment of District students in accordance with this Agreement. Any other access or use of the Licensed Materials is strictly prohibited.

## 3. **TERM**

The term of this Agreement commences as of the date upon which it is fully executed by both Parties and ends on the term checked below (the "Term"). The District acknowledges that if the three (3) year term below is selected, the Successful Completion price will be subject to modification prior to the start of each academic school year at the sole discretion of FLVS.

**District hereby agrees to accept said VLL Agreement for:**

- ☒ one (1) academic school year term, July 1, 2022, through June 30, 2023  
☐ three (3) academic school year terms, July 1, 2022, through June 30, 2025

## 4. **DISTRICT OBLIGATIONS**

The District shall:

- a) Complete an accurate and timely (pursuant to Section 7, "Notice In Advance Of Start Date" of this Agreement), reservation in VSA to secure courses, subject to approval by FLVS.
- b) Select academically appropriate courses by the dates set forth under Section 7, "Notice In Advance Of Start Date" of this Agreement for the following enrollment periods:
  - Fall: May 31 to September 1.
  - Spring: November 15 to January 31.
  - Summer: April 1 to June 1.



- c) Provide FLVS with a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender, and grade level). Noncompliance with this provision will result in FTE reported by FLVS.
- d) Designate a Virtual Learning Lab facilitator to monitor students. It is not required that the facilitator be a certified instructor.
- e) Grant computer access to enrolled students, along with minimum technology required to utilize FLVS services<sup>1</sup>.
- f) Provide two-way long-distance communication access for FLVS Instructor – student phone calls.
- g) Provide access to stakeholders involved in the success of the VLL for training and communications from FLVS.
- h) Ensure parental notification of student's participation in the District VLL.
- i) Report and collect the proper full-time equivalent ("FTE") student status, pursuant to Section 1011.61, Florida Statutes, associated with enrollments.
- j) Uphold and support the FLVS policies regarding Academic Integrity set forth in Section 8, "Academic Integrity" of this Agreement by helping to minimize individual student violations and hold students accountable who do not follow FLVS and District policies relating to academic integrity.

#### 5. **FLVS OBLIGATIONS**

FLVS shall provide to the District:

- a) Appropriate training for the District VLL facilitator, including VLL support strategies.
- b) Appropriate training for the District counselor(s) involved in the VLL.
- c) Appropriate training for District administration related to the VLL.
- d) A registration process specifically designed for VLL students.
- e) Ongoing virtual and/or face-to-face support from an FLVS instructor, District Relations Manager, Blended Learning Specialist, and FLVS support staff.
- f) Qualified, Florida state-certified instructors who will provide direct instruction using synchronous teaching methods.

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<sup>1</sup> Said minimum requirements are set forth at <https://www.flvs.net/student-resources/system-requirements>.



- g) Evaluation and support of all members of the District VLL.
- h) Progress monitoring tools at District, student, and school level.
- i) Invoices for Successful Completions.
- j) Data required for FTE reporting by the District to the Florida Department of Education.

## 6. **FEES AND PAYMENT**

FLVS will invoice the District three hundred and twenty-five dollars (\$325.00) for each Successful Completion. The District shall pay the invoice within thirty (30) days of receipt of the undisputed invoice in accordance with the local Government Prompt Payment Act. Any fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or District reporting the FTE.

Invoice Schedule: District/School will be invoiced for enrollments that have completed during each billing cycle, identified by status "Completed" in VSA. The billing cycle is outlined in the table below.

Cycle	Enrollment Data Date Range	Invoice Sent On or Before
Cycle 1	July – October	November 30th
Cycle 2	November – February	March 31st
Cycle 3	March – June	June 30th
Cycle 4	True-up/Enrollments not captured in previous cycle	July 31st

### Billing Contacts:

<b>District</b>	<b>Florida Virtual School</b>
<b>Name:</b>	<b>Name:</b> Mihaela Brehoi
<b>School/District Address:</b>	<b>Address:</b> 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835* <small>*After August 1, 2022, FLVS's address is: 5422 Carrier Drive, Suite 107, Orlando, FL 32819</small>
<b>Email:</b>	<b>Email:</b> <a href="mailto:mbrehoi@flvs.net">mbrehoi@flvs.net</a>
<b>Telephone No.:</b>	<b>Telephone No.:</b> 407-513-3615



## 7. **NOTICE IN ADVANCE OF START DATE**

The District shall provide FLVS with notice regarding the number of seats needed for the District VLL. Said notice shall contain a formal request of course(s) submitted via the VSA, and shall be submitted prior to the District VLL start date as follows:

1. two (2) to twenty-nine (29) students no less than ten (10) days; and
2. thirty (30) to one hundred forty-nine (149) students no less than thirty (30) days; and
3. one hundred fifty (150) or greater students no less than sixty (60) days' notice.

In addition to the notice described in this Section, the District shall provide FLVS with a list of registered students no later than ten (10) days prior to the District VLL start date.

Failure to comply with this subsection may result in one or more of the following, subject to FLVS' sole discretion: (1) a delay to the District VLL start date, (2) students may be enrolled in the FLVS Flex program, and any FTE sharing shall apply for students not enrolled in the District VLL, or (3) denial of future lab request(s).

## 8. **ACADEMIC INTEGRITY IN THE VLL**

To ensure the highest standards of academic integrity, FLVS instructors shall: (1) act as a resource for student questions, (2) submit various assignments into the Turnitin.com database, (3) coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel, (4) verify student mastery of content through Discussion-Based Assessments and authentic assessments, and (5) convey incidents and consequences to the District VLL student(s) and facilitator(s).

District facilitators shall: (1) provide supervision through close proximity while circulating the lab, (2) encourage students to seek support from FLVS Instructors, (3) encourage student to seek support from the facilitator, (4) discourage inappropriate collaboration of students, (5) ensure students are provided with appropriate equipment and that the equipment is not shared by students who are actively working in the same FLVS coursework, (6) require that students protect their password information and coursework, (7) protect students' user names, passwords, and other private information, (8) adjust seating arrangements to help promote students' integrity, (9)



communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.

**9. TERMINATION**

This Agreement may be terminated by:

- a) either Party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other Party not less than thirty (30) days prior to the effective date of such termination, subject to Section 10, "Termination for Convenience" of this Agreement; or
- b) written agreement executed by both Parties; or
- c) FLVS at any time if the District, upon notice by FLVS and expiration of a five (5) day opportunity to cure period, fails to perform any duties or covenants of this Agreement; or
- d) the District at any time if FLVS, upon notice by the District and expiration of a ten (10) day opportunity to cure period, fails to perform any duties or covenants of this Agreement.

**10. TERMINATION FOR CONVENIENCE**

Anything to the contrary notwithstanding, District may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to FLVS prior to the end of the current term. In the event of a termination for convenience, District shall pay FLVS for all services properly and fully rendered prior to the date of termination. In the event of such termination, the Parties—by mutual written agreement—may extend the notice of termination period to one beyond the thirty (30) day notice period prescribed herein to ensure completion of services and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

**11. BACKGROUND SCREENING**

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. All FLVS personnel who: (1) are to be permitted access to District's school grounds when students are present, (2) will have direct contact with District's students, or (3) have access or control of District's funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. FLVS shall bear the cost of acquiring the background



screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to FLVS and its personnel. The Parties agree that the failure of FLVS to perform any of the duties described in this Section shall constitute a material breach of this Agreement entitling District to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless District, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by District's or FLVS of sovereign immunity or of any rights or limits to liability or damages existing under Section 768.28, Florida Statutes.

## **12. INTELLECTUAL PROPERTY RIGHTS**

The District acknowledges and agrees that all FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to the District pursuant to this Agreement are protected via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary laws and/or regulations, and FLVS retains all right, title, and interest in and to the Works. The District further acknowledges that it has no ownership of or proprietary interest in the Works except as expressly granted in this Agreement.

Absent the express written authorization by and consent of FLVS, the District will not sell, license, sublicense, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create the Works or any other component of the Licensed Materials. Further, the District will not take or knowingly permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Materials. For instance, the District will not: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works; (b) transfer, assign, distribute, rent, sell, or grant sublicenses to or otherwise make available the Works or any element thereof to any third parties; (c) embed or incorporate in any manner the Works or any element thereof



into other applications or products belonging to and/or utilized by the District; (d) use or transmit the Works in violation of this any state or federal law or regulation applicable to the terms of this Agreement or the Licensed Materials; (e) access, use, or copy any portion of the Works (including any component of its logic, structure, and architecture) to develop, promote, distribute, sell, or support any other product or service; or (f) remove, obscure, or alter any FLVS symbol, copyright notice, mark, name, logo, tagline, or other similar designation displayed on or through any portion of the Works.

**13. CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")**

The District shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

**14. SOFTWARE SECURITY**

The District will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use. District shall strictly limit access to the Licensed Materials to Authorized Users and Authorized Third Parties. FLVS will ensure all reasonable measures are taken to protect the District Data while in use at the FLVS site. Reasonable measures are defined as the District Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data.

**15. DATA/SECURITY BREACH**

The Parties acknowledge their respective obligations to comply with all data privacy laws, including Section 501.171, Florida Statutes. Upon knowledge of a data security breach, the breached Party shall notify the other Party immediately, and in no event later than thirty (30) days following a determination of a breach of data security involving the other Party's data. Additionally, each Party shall fully cooperate with the other regarding their respective statutory obligations with respect to security breaches, including all statutory and regulatory notification requirements.

**16. E-VERIFY**

In accordance with Section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.



**17. THIRD PARTY REQUIREMENTS**

The District is solely responsible for ensuring that the Licensed Materials/FLVS courses meet the requirements of any third-party organization that the District seeks to satisfy. For example, the National Collegiate Athletic Association ("NCAA") has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student athletes. The District accepts responsibility for these criteria to the extent that it uses the Licensed Materials for students who desire to meet NCAA eligibility criteria. Similarly, the District is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if the District intends to offer any Licensed Materials courses as AP courses.

**18. WARRANTIES OF FLVS**

FLVS warrants that all components of the Licensed Materials shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, FLVS shall, to the extent permitted by law, indemnify and hold harmless the District, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark arising or resulting from use of the Licensed Materials.

If a component of the Licensed Materials becomes or is likely to become the subject of an infringement claim, FLVS may, at its option and expense: (a) procure for the District the right to continue using such component; (b) replace or modify the affected component so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected component, allow the District to return other components intended to operate with the affected component, and refund to the District that portion of the license fees attributable to the returned product, prorated in accordance with the unused portion of the term.

**19. CONFIDENTIAL INFORMATION**

To the extent permitted by law, each Party agrees to maintain the Confidential Information of the other Party. For the purposes of this Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information and District Data. FLVS acknowledges and agrees that it will not disclose





the confidential student information to any other person or entity and will only use the confidential student information for the purposes of this Agreement and for no other purpose. Upon the termination or expiration of this Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law.

As FLVS may receive District Data that is otherwise confidential, FLVS shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.

**20. ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES**

The District is responsible for complying with all federal and state requirements, including IDEA and Section 504 in connection with its use and implementation of the Licensed Materials. Furthermore, the District is responsible for providing any required services to support and accommodate students with special needs. The District acknowledges that virtual learning programs are not appropriate for all students, and it is the District responsibility to ensure that its delivery and implementation of the Licensed Materials is appropriate for each participating student. FLVS will not be responsible to make such a determination and is not required to make any associated modifications to the Licensed Materials.

**21. ENGLISH LANGUAGE LEARNER STUDENTS**

The District is responsible for providing appropriate equal access to all students, including ELL students. It is also responsible for ensuring compliance with the Florida META Consent Decree and other federal and state laws and regulations in connection with its use and implementation of the Licensed Materials.

**22. PUBLIC RECORDS NOTICE**

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. Accordingly, the Parties shall:

- a) Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this



Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119, Florida Statutes.

- b) Provide to each other, upon request and free of charge, a copy of each record which either Party seeks to produce in response to a public records request.
- c) Ensure that Agreement Data that are considered exempt under Chapter 119, Florida Statutes, are not disclosed except as authorized by law.
- d) Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.

Either Party's failure to comply with the provisions set forth in this Section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the non-breaching Party without penalty to them.

**IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE DISTRICT DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DISTRICT SHALL CONTACT FLVS's CUSTODIAN OF PUBLIC RECORDS AT 2145 METROCENTER BOULEVARD, SUITE 100 ORLANDO, FLORIDA 32835,\* OR AT 407-513-3325, OR AT: custodianofrecords@flvs.net. IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FLVS SHALL CONTACT THE DISTRICT CUSTODIAN OF PUBLIC RECORDS TO : VICKIE DEPRATTER OR AT [phone number]: 386-647-4600 OR AT [email address]:vickie.depratter@suwannee.k12.fl.us, 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064. \*After August 1, 2022, FLVS's address is: 5422 Carrier Drive, Suite 107, Orlando, FL 32819.**



**23. RESERVATION OF SOVEREIGN IMMUNITY**

FLVS and the District acknowledge and affirm the limited waiver of sovereign immunity as to tort claims arising from the negligent or wrongful conduct of an officer or employee as specified in Section 768.28, Florida Statutes. Subject to and within the limitations of Sections 163.01 and 768.28, Florida Statutes, FLVS and the District agree to be responsible only for such claims and damages caused by the actions or inaction of their own respective officers and employees while functioning within the scope of their official duties. Nothing herein shall be construed or interpreted as an agreement by one Party to indemnify the other, nor as an obligation to or consent to be sued by a third party. Furthermore, nothing herein shall be construed or interpreted as an agreement by either Party to waive the monetary limitations (*i.e.*, "statutory caps") of liability set forth in Chapters 163 and 768, Florida Statutes.

**24. INDEMNIFICATION**

To the extent permitted by law, FLVS and District hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either Party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either Party to defend, sue, or consent to be sued by a third party. Rather, FLVS and District agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in Section 768, Florida Statutes.

**25. FORCE MAJEURE**

Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such Party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions. The



Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided however, that the Party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

**26. DISCLAIMERS AND OTHER LIMITATIONS OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, ALL INFORMATION, PRODUCTS, GOODS, AND/OR SERVICES PROVIDED BY OR THROUGH FLVS PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, FLVS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THE LICENSED MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF FLVS IS LIMITED IN ACCORDANCE WITH FLORIDA LAW AND THE TERMS OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FLVS BE LIABLE FOR ANY SPECIAL, EXEMPLARY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES TO THE DISTRICT OR TO ANY THIRD PARTY FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED MATERIALS. SUBJECT TO THE LIMITS SET FORTH IN SECTION 768.28, FLORIDA STATUTES, THE DISTRICT RECOVERY, IF ANY, SHALL BE LIMITED TO THE DISTRICT ACTUAL AND DIRECT DAMAGES AND THE MAXIMUM AGGREGATE AMOUNT OF ANY SUCH DAMAGES RECOVERABLE TO THE DISTRICT SHALL BE NO GREATER THAN THE SUMS PAID BY THE DISTRICT TO FLVS FOR THE LICENSED MATERIALS PURSUANT TO THIS AGREEMENT.

**27. DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED



MATERIALS, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE DISTRICT SPECIFIC LEGAL RIGHTS. DISTRICT MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

**28. RELATIONSHIP OF THE PARTIES**

At all times during the term of this Agreement, the Parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties. Neither Party is authorized to, nor shall either Party act toward third persons or the public in any manner that would indicate anything other than an independent contractor relationship with the other Party.

**29. NO PRESUMED CONSTRUCTION AGAINST DRAFTER(S)**

The Parties acknowledge that they have both had an opportunity to craft the terms and scope of this Agreement. Accordingly, each and every term of this Agreement shall be construed in accordance with the fair meaning of such term and there shall be no presumption against either Party for having drafted or participated in the drafting of this Agreement.

**30. DESCRIPTIVE HEADINGS**

The headings used herein are descriptive only and are not determinative as to the meaning or effect of any term of this Agreement.

**31. BINDING EFFECT**

This Agreement shall be binding upon and exclusively inure to the benefit of the Parties and their respective officers, employees, and authorized agents. The Parties do not intend for this Agreement to be binding upon or inure to the benefit of any other person, entity, or party.



### 32. **NOTICES**

All notices, demands, and other communications required or permitted pursuant to this Agreement shall be provided in writing directed to the following contacts:

#### **As to FLVS:**

Larry Banks, Senior Director of Partner Services, Florida  
Florida Virtual School  
\*2145 Metrocenter Boulevard, Suite 100  
Orlando, FL 32835  
Email: [lbanks@flvs.net](mailto:lbanks@flvs.net) and [procurement@flvs.net](mailto:procurement@flvs.net)

With a copy to:

Office of General Counsel  
Florida Virtual School  
\*2145 Metrocenter Boulevard, Suite 100  
Orlando, FL 32835  
Email: [ogc@flvs.net](mailto:ogc@flvs.net)

\*After August 1, 2022, FLVS's address is: 5422 Carrier Drive, Suite 107,  
Orlando, FL 32819

#### **As to the District:**

Ted L. Roush, Superintendent of Schools  
Suwannee County School District  
1740 Ohio Avenue, South  
Live Oak, FL 32064  
[superintendent@suwannee.k12.fl.us](mailto:superintendent@suwannee.k12.fl.us)

With a copy to:

Leonard J. Dietzen, III  
Rumberger Kirk P.A.  
P. O. Box 10507  
Tallahassee, FL 32302-2507  
[ldietzen@rumberger.com](mailto:ldietzen@rumberger.com)

### 33. **NO WAIVER**

No delay or failure to act on the part of either Party in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or constitute a legal waiver or acquiescence regarding any such right, power, or privilege. Nor shall any single or partial exercise of any right, power, or privilege arising from this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid and enforceable against either Party



unless it is agreed upon in a writing that is authorized and signed by the Party against whom enforcement of such waiver is sought.

**34. OPPORTUNITY TO CONSULT WITH COUNSEL**

Each Party acknowledges that it had an opportunity to consult with counsel of their own choice regarding the development and drafting of this Agreement.

**35. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions.

**36. DISPUTE RESOLUTION**

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity, interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

**37. PARTICIPATION IN SIMILAR ACTIVITIES**

This Agreement in no way restricts FLVS or the District from participating in similar activities with other public or private agencies, organizations and individuals.

**38. SEVERABILITY**

The terms of this Agreement shall be severable such that, if any term herein is deemed unlawful, invalid, or unenforceable, such term shall not affect the validity and enforceability of any other terms of the Agreement.

**39. EXECUTION**

Each Party acknowledges that it has executed or caused the execution of this Agreement on its own behalf in reliance on their own judgment and without coercion, duress, or undue influence. Each person signing this Agreement on behalf of either Party individually warrants that each has full legal power to execute this Agreement on behalf of the Party for whom each is signing, and to bind and obligate such part with respect to all provisions contained in this Agreement. This Agreement may be executed via electronic signature and in counterparts, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument.



**40. ENTIRE AGREEMENT**

This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and the terms of this Agreement supersede and replace any conflicting or inconsistent terms of any other agreement(s) between the Parties. Any amendment or modification of this Agreement and any waiver of its terms must be reduced to a writing which is authorized and signed by both Parties.

*[Signatures follow on next page]*





*[Signature page to Virtual Learning Lab Agreement between  
Florida Virtual School and  
The School Board of Suwannee County, Florida  
Dated May 24, 2022]*

**WHEREFORE**, the Parties agree upon the foregoing terms and conditions of this Agreement and bind themselves to each other and to the covenants and promises herein stated through each of their authorized representatives/signatories below:

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**FLORIDA VIRTUAL SCHOOL**


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By (Authorized Signature)

Date

Printed Name and Title of Person Signing: Louis Algaze, Ph.D., Chief Executive Officer

Address: 2145 Metrocenter Blvd, Suite 100, Orlando, FL 32835\*

\*After August 1, 2022, FLVS's address is: 5422 Carrier Drive, Suite 107, Orlando, FL 32819.

Approved as to legal form and sufficiency by:

FLVS General Counsel (or authorized designee)

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**THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA**


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By (Authorized Signature)

Date

Printed Name and Title of Person Signing:  
Ted L. Roush, Superintendent of Schools

Address: 1740 Ohio Avenue, South, Live Oak, FL 32064

Approved as to legal form and sufficiency by:

School Board Attorney/Legal Counsel for The School Board of Suwannee County, Florida

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**VIRTUAL LEARNING LAB AGREEMENT**  
**by and between**  
**FLORIDA VIRTUAL SCHOOL**  
**and**  
**THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA**

This Virtual Learning Lab Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS") and The School Board of Suwannee County, Florida ("District"), collectively referred to hereinafter as the "Parties" or "Party."

**WHEREAS**, FLVS is a corporate body and political subdivision of the State of Florida which serves a component of Florida's Early Learning-20 Education System; and

**WHEREAS**, the District is a corporate body and political subdivision of the State of Florida which governs and controls the above named School District; and

**WHEREAS**, the District desires to utilize FLVS services as a Virtual Learning Lab ("VLL"), providing an innovative learning solutions for students; and

**WHEREAS**, the Parties find the terms of this Agreement mutually beneficial and in the best interests of the students and families which they both serve.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**INCORPORATION OF RECITALS**

The foregoing recitals are true, correct, and incorporated herein by reference.

**1. DEFINITIONS**

- a) "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control of another person or entity. "Control" as used here means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty (50%) of the aggregate of all voting interest in such entity.
- b) "Authorized Third Parties" means any non-employee agent, representative, independent contractor, sub-contractor, or consultant of the District whose duties or services require or include access to or use of the Licensed Materials on behalf of or at the direction of the District.

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- c) "Authorized Users" means District personnel directly employed by the District whose duties require or include access to or use of the Licensed Materials.
- ~~d) "Business Days" means Monday through Friday excluding any day which is a nationally observed holiday in both the United State of America and Canada.~~
- d e) "Confidential Information" means (i) all information of either Party or its Affiliates or of third persons to whom the Party owes a duty of confidence that is marked confidential, restricted, or proprietary, or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.
- e. f) "Data" means District information entered into the LMS or VSA to include, but not limited to, student, staff, school, and parent information.
- f g) "Intellectual Property" means proprietary commercial, industrial, and intellectual products and property (both tangible and intangible) as well as proprietary designs, information, processes, ideas, inventions, copyrights, trademarks, service marks, patents, trade secrets and other legal rights and privileges held by FLVS, including those associated with and/or arising from the Licensed Materials.
- g h) "Intellectual Property Rights" includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.
- h i) "Learning Management Systems" or "LMS" means the software-based system ("Platform") that must be utilized to access the FLVS courses and course components.
- i j) "Licensed Materials" means the FLVS courses, course components, assessments, third-party components, Learning Management System (LMS), and Virtual School Administrator (VSA).
- j k) "Successful Completion" means any half credit enrollment which achieves a completed status with a final grade of "D" or better, issued by an FLVS instructor through the final grade report in the Virtual School Administrator.
- k l) "Virtual School Administrator" or "VSA" means the FLVS student information and registration system.



**2. LICENSE GRANT**

FLVS grants to the District a restricted, non-exclusive, non-transferable license to use the Licensed Materials beginning as of the date upon which the Agreement is fully executed by both Parties and terminating pursuant to Section 3, "Term" of this Agreement. The District acknowledges and agrees that the Licensed Materials may only be accessed and used by Authorized Users and Authorized Third Parties for purposes of academic instruction and assessment of District students in accordance with this Agreement. Any other access or use of the Licensed Materials is strictly prohibited.

**3. TERM**

The term of this Agreement commences as of the date upon which it is fully executed by both Parties and ends on the term checked below (the "Term"). The District acknowledges that if the three (3) year term below is selected, the Successful Completion price will be subject to modification prior to the start of each academic school year at the sole discretion of FLVS.

**District hereby agrees to accept said VLL Agreement for:**

- ☒ one (1) academic school year term, July 1, 2022, through June 30, 2023  
☐ three (3) academic school year terms, July 1, 2022, through June 30, 2025

**4. DISTRICT OBLIGATIONS**

The District shall:

- a) Complete an accurate and timely (pursuant to Section 7, "Notice In Advance Of Start Date" of this Agreement), reservation in VSA to secure courses, subject to approval by FLVS.
- b) Select academically appropriate courses by the dates set forth under Section 7, "Notice In Advance Of Start Date" of this Agreement for the following enrollment periods:
  - Fall: May 31 to September 1.
  - Spring: November 15 to January 31.
  - Summer: April 1 to June 1.



- c) Provide FLVS with a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender, and grade level). Noncompliance with this provision will result in FTE reported by FLVS.
- d) Designate a Virtual Learning Lab facilitator to monitor students. It is not required that the facilitator be a certified instructor.
- e) Grant computer access to enrolled students, along with minimum technology required to utilize FLVS services<sup>1</sup>.
- f) Provide two-way long-distance communication access for FLVS Instructor – student phone calls.
- g) Provide access to stakeholders involved in the success of the VLL for training and communications from FLVS.
- h) Ensure parental notification of student's participation in the District VLL.
- i) Report and collect the proper full-time equivalent ("FTE") student status, pursuant to Section 1011.61, Florida Statutes, associated with enrollments.
- j) Uphold and support the FLVS policies regarding Academic Integrity set forth in Section 8, "Academic Integrity" of this Agreement by helping to minimize individual student violations and hold students accountable who do not follow FLVS and District policies relating to academic integrity.

**5. FLVS OBLIGATIONS**

FLVS shall provide to the District:

- a) Appropriate training for the District VLL facilitator, including VLL support strategies.
- b) Appropriate training for the District counselor(s) involved in the VLL.
- c) Appropriate training for District administration related to the VLL.
- d) A registration process specifically designed for VLL students.
- e) Ongoing virtual and/or face-to-face support from an FLVS instructor, District Relations Manager, Blended Learning Specialist, and FLVS support staff.
- f) Qualified, Florida state-certified instructors who will provide direct instruction using synchronous teaching methods.

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<sup>1</sup> Said minimum requirements are set forth at <https://www.flvs.net/student-resources/system-requirements>.



- g) Evaluation and support of all members of the District VLL.
- h) Progress monitoring tools at District, student, and school level.
- i) Invoices for Successful Completions.
- j) Data required for FTE reporting by the District to the Florida Department of Education.

**6. FEES AND PAYMENT**

FLVS will invoice the District three hundred and twenty-five dollars (\$325.00) for each Successful Completion. The District shall pay the invoice within thirty (30) days of receipt of the undisputed invoice in accordance with the local Government Prompt Payment Act. Any fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or District reporting the FTE.

Invoice Schedule: District/School will be invoiced for enrollments that have completed during each billing cycle, identified by status "Completed" in VSA. The billing cycle is outlined in the table below.

Cycle	Enrollment Data Date Range	Invoice Sent On or Before
Cycle 1	July – October	November 30th
Cycle 2	November – February	March 31st
Cycle 3	March – June	June 30th
Cycle 4	True-up/Enrollments not captured in previous cycle	July 31st

**Billing Contacts:**

<b>District</b>	<b>Florida Virtual School</b>
<b>Name:</b>	<b>Name:</b> Mihaela Brehoi
<b>School/District Address:</b>	<b>Address:</b> 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835* <small>*After August 1, 2022, FLVS's address is: 5422 Carrier Drive, Suite 107, Orlando, FL 32819</small>
<b>Email:</b>	<b>Email:</b> <a href="mailto:mbrehoi@flvs.net">mbrehoi@flvs.net</a>
<b>Telephone No.:</b>	<b>Telephone No.:</b> 407-513-3615

**7. NOTICE IN ADVANCE OF START DATE**

The District shall provide FLVS with notice regarding the number of seats needed for the District VLL. Said notice shall contain a formal request of course(s) submitted via the VSA, and shall be submitted prior to the District VLL start date as follows:

1. two (2) to twenty-nine (29) students no less than ten (10) days; and
2. thirty (30) to one hundred forty-nine (149) students no less than thirty (30) days; and
3. one hundred fifty (150) or greater students no less than sixty (60) days' notice.

In addition to the notice described in this Section, the District shall provide FLVS with a list of registered students no later than ten (10) days prior to the District VLL start date.

Failure to comply with this subsection may result in one or more of the following, subject to FLVS' sole discretion: (1) a delay to the District VLL start date, (2) students may be enrolled in the FLVS Flex program, and any FTE sharing shall apply for students not enrolled in the District VLL, or (3) denial of future lab request(s).

**8. ACADEMIC INTEGRITY IN THE VLL**

To ensure the highest standards of academic integrity, FLVS instructors shall: (1) act as a resource for student questions, (2) submit various assignments into the Turnitin.com database, (3) coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel, (4) verify student mastery of content through Discussion-Based Assessments and authentic assessments, and (5) convey incidents and consequences to the District VLL student(s) and facilitator(s).

District facilitators shall: (1) provide supervision through close proximity while circulating the lab, (2) encourage students to seek support from FLVS Instructors, (3) encourage student to seek support from the facilitator, (4) discourage inappropriate collaboration of students, (5) ensure students are provided with appropriate equipment and that the equipment is not shared by students who are actively working in the same FLVS coursework, (6) require that students protect their password information and coursework, (7) protect students' user names, passwords, and other private information, (8) adjust seating arrangements to help promote students' integrity, (9)



communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.

**9. TERMINATION**

This Agreement may be terminated by:

- a) either Party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other Party not less than thirty (30) days prior to the effective date of such termination, subject to Section 10, "Termination for Convenience" of this Agreement; or
- b) written agreement executed by both Parties; or
- c) FLVS at any time if the District, upon notice by FLVS and expiration of a five (5) day opportunity to cure period, fails to perform any duties or covenants of this Agreement; or
- d) the District at any time if FLVS, upon notice by the District and expiration of a ten (10) day opportunity to cure period, fails to perform any duties or covenants of this Agreement.

**10. TERMINATION FOR CONVENIENCE**

Anything to the contrary notwithstanding, District may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to the other party FLVS prior to the end of the current term. In the event of a termination for convenience, District shall pay FLVS for all services properly and fully rendered prior to the date of termination. In the event of such termination, the Parties—by mutual written agreement—may extend the notice of termination period to one beyond the thirty (30) day notice period prescribed herein to ensure completion of services and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

**11. BACKGROUND SCREENING**

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. All FLVS personnel who: (1) are to be permitted access to District's school grounds when students are present, (2) will have direct contact with District's students, or (3) have access or control of District's funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. FLVS shall bear the cost of acquiring the background





screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to FLVS and its personnel. The Parties agree that the failure of FLVS to perform any of the duties described in this Section shall constitute a material breach of this Agreement entitling District to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, FLVS agrees to indemnify and hold harmless District, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in FLVS's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by District's or FLVS of sovereign immunity or of any rights or limits to liability or damages existing under Section 768.28, Florida Statutes.

## 12. INTELLECTUAL PROPERTY RIGHTS

The District acknowledges and agrees that all FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to the District pursuant to this Agreement are protected via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary laws and/or regulations, and FLVS retains all right, title, and interest in and to the Works. The District further acknowledges that it has no ownership of or proprietary interest in the Works except as expressly granted in this Agreement.

Absent the express written authorization by and consent of FLVS, the District will not sell, license, sublicense, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create the Works or any other component of the Licensed Materials. Further, the District will not take or knowingly permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Materials. For instance, the District will not: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works; (b) transfer, assign, distribute, rent, sell, or grant sublicenses to or otherwise make available the Works or any element thereof to any third parties; (c) embed or incorporate in any manner the Works or any element thereof



into other applications or products belonging to and/or utilized by the District; (d) use or transmit the Works in violation of this any state or federal law or regulation applicable to the terms of this Agreement or the Licensed Materials; (e) access, use, or copy any portion of the Works (including any component of its logic, structure, and architecture) to develop, promote, distribute, sell, or support any other product or service; or (f) remove, obscure, or alter any FLVS symbol, copyright notice, mark, name, logo, tagline, or other similar designation displayed on or through any portion of the Works.

**13. CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")**

The District shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

**14. SOFTWARE SECURITY**

The District will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use. District shall strictly limit access to the Licensed Materials to Authorized Users and Authorized Third Parties. FLVS will ensure all reasonable measures are taken to protect the District Data while in use at the FLVS site. Reasonable measures are defined as the District Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data.

**15. DATA/SECURITY BREACH**

The Parties acknowledge their respective obligations to comply with all data privacy laws, including Section 501.171, Florida Statutes. Upon knowledge of a data security breach, the breached Party shall notify the other Party immediately, and in no event later than thirty (30) days following a determination of a breach of data security involving the other Party's data. Additionally, each Party shall fully cooperate with the other regarding their respective statutory obligations with respect to security breaches, including all statutory and regulatory notification requirements.

**16. E-VERIFY**

In accordance with Section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

**17. THIRD PARTY REQUIREMENTS**

The District is solely responsible for ensuring that the Licensed Materials/FLVS courses meet the requirements of any third-party organization that the District seeks to satisfy. For example, the National Collegiate Athletic Association ("NCAA") has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student athletes. The District accepts responsibility for these criteria to the extent that it uses the Licensed Materials for students who desire to meet NCAA eligibility criteria. Similarly, the District is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if the District intends to offer any Licensed Materials courses as AP courses.

**18. WARRANTIES OF FLVS**

FLVS warrants that all components of the Licensed Materials shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, FLVS shall, to the extent permitted by law, indemnify and hold harmless the District, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark arising or resulting from use of the Licensed Materials.

If a component of the Licensed Materials becomes or is likely to become the subject of an infringement claim, FLVS may, at its option and expense: (a) procure for the District the right to continue using such component; (b) replace or modify the affected component so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected component, allow the District to return other components intended to operate with the affected component, and refund to the District that portion of the license fees attributable to the returned product, prorated in accordance with the unused portion of the term.

**19. CONFIDENTIAL INFORMATION**

To the extent permitted by law, each Party agrees to maintain the Confidential Information of the other Party. For the purposes of this Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information and District Data. FLVS acknowledges and agrees that it will not disclose



the confidential student information to any other person or entity and will only use the confidential student information for the purposes of this Agreement and for no other purpose. Upon the termination or expiration of this Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law.

As FLVS may receive District Data that is otherwise confidential, FLVS shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.

**20. ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES**

The District is responsible for complying with all federal and state requirements, including IDEA and Section 504 in connection with its use and implementation of the Licensed Materials. Furthermore, the District is responsible for providing any required services to support and accommodate students with special needs. The District acknowledges that virtual learning programs are not appropriate for all students, and it is the District responsibility to ensure that its delivery and implementation of the Licensed Materials is appropriate for each participating student. FLVS will not be responsible to make such a determination and is not required to make any associated modifications to the Licensed Materials.

**21. ENGLISH LANGUAGE LEARNER STUDENTS**

The District is responsible for providing appropriate equal access to all students, including ELL students. It is also responsible for ensuring compliance with the Florida META Consent Decree and other federal and state laws and regulations in connection with its use and implementation of the Licensed Materials.

**22. PUBLIC RECORDS NOTICE**

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. Accordingly, the Parties shall:

- a) Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this



Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119, Florida Statutes.

- b) Provide to each other, upon request and free of charge, a copy of each record which either Party seeks to produce in response to a public records request.
- c) Ensure that Agreement Data that are considered exempt under Chapter 119, Florida Statutes, are not disclosed except as authorized by law.
- d) Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.

Either Party's failure to comply with the provisions set forth in this Section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the non-breaching Party without penalty to them.

**IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE DISTRICT DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DISTRICT SHALL CONTACT FLVS's CUSTODIAN OF PUBLIC RECORDS AT 2145 METROCENTER BOULEVARD, SUITE 100 ORLANDO, FLORIDA 32835,\* OR AT 407-513-3325, OR AT: custodianofrecords@flvs.net. IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FLVS SHALL CONTACT THE DISTRICT CUSTODIAN OF PUBLIC RECORDS TO : VICKIE DEPRATTER OR AT [phone number]: 386-647-4600**

**OR AT [email address]:vickie.depratter@suwannee.k12.fl.us, 1740 OHIO AVENUE, SOUTH, LIVE OAK, FL 32064. \*After August 1, 2022, FLVS's address is: 5422 Carrier Drive, Suite 107, Orlando, FL 32819.**



**23. RESERVATION OF SOVEREIGN IMMUNITY**

FLVS and the District acknowledge and affirm the limited waiver of sovereign immunity as to tort claims arising from the negligent or wrongful conduct of an officer or employee as specified in Section 768.28, Florida Statutes. Subject to and within the limitations of Sections 163.01 and 768.28, Florida Statutes, FLVS and the District agree to be responsible only for such claims and damages caused by the actions or inaction of their own respective officers and employees while functioning within the scope of their official duties. Nothing herein shall be construed or interpreted as an agreement by one Party to indemnify the other, nor as an obligation to or consent to be sued by a third party. Furthermore, nothing herein shall be construed or interpreted as an agreement by either Party to waive the monetary limitations (*i.e.*, "statutory caps") of liability set forth in Chapters 163 and 768, Florida Statutes.

**24. INDEMNIFICATION**

To the extent permitted by law, FLVS and District hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either Party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either Party to defend, sue, or consent to be sued by a third party. Rather, FLVS and District agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in Section 768, Florida Statutes.

**25. FORCE MAJEURE**

Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such Party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions. The



Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided however, that the Party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

26. **DISCLAIMERS AND OTHER LIMITATIONS OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, ALL INFORMATION, PRODUCTS, GOODS, AND/OR SERVICES PROVIDED BY OR THROUGH FLVS PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, FLVS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THE LICENSED MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF FLVS IS LIMITED IN ACCORDANCE WITH FLORIDA LAW AND THE TERMS OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FLVS BE LIABLE FOR ANY SPECIAL, EXEMPLARY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES TO THE DISTRICT OR TO ANY THIRD PARTY FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED MATERIALS. SUBJECT TO THE LIMITS SET FORTH IN SECTION 768.28, FLORIDA STATUTES, THE DISTRICT RECOVERY, IF ANY, SHALL BE LIMITED TO THE DISTRICT ACTUAL AND DIRECT DAMAGES AND THE MAXIMUM AGGREGATE AMOUNT OF ANY SUCH DAMAGES RECOVERABLE TO THE DISTRICT SHALL BE NO GREATER THAN THE SUMS PAID BY THE DISTRICT TO FLVS FOR THE LICENSED MATERIALS PURSUANT TO THIS AGREEMENT.

27. **DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS.**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED



MATERIALS, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE DISTRICT SPECIFIC LEGAL RIGHTS. DISTRICT MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

**28. RELATIONSHIP OF THE PARTIES**

At all times during the term of this Agreement, the Parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties. Neither Party is authorized to, nor shall either Party act toward third persons or the public in any manner that would indicate anything other than an independent contractor relationship with the other Party.

**29. NO PRESUMED CONSTRUCTION AGAINST DRAFTER(S)**

The Parties acknowledge that they have both had an opportunity to craft the terms and scope of this Agreement. Accordingly, each and every term of this Agreement shall be construed in accordance with the fair meaning of such term and there shall be no presumption against either Party for having drafted or participated in the drafting of this Agreement.

**30. DESCRIPTIVE HEADINGS**

The headings used herein are descriptive only and are not determinative as to the meaning or effect of any term of this Agreement.

**31. BINDING EFFECT**

This Agreement shall be binding upon and exclusively inure to the benefit of the Parties and their respective officers, employees, and authorized agents. The Parties do not intend for this Agreement to be binding upon or inure to the benefit of any other person, entity, or party.



**32. NOTICES**

All notices, demands, and other communications required or permitted pursuant to this Agreement shall be provided in writing directed to the following contacts:

**As to FLVS:**

Larry Banks, Senior Director of Partner Services, Florida  
Florida Virtual School  
\*2145 Metrocenter Boulevard, Suite 100  
Orlando, FL 32835  
Email: [lbanks@flvs.net](mailto:lbanks@flvs.net) and [procurement@flvs.net](mailto:procurement@flvs.net)

With a copy to:

Office of General Counsel  
Florida Virtual School  
\*2145 Metrocenter Boulevard, Suite 100  
Orlando, FL 32835  
Email: [ogc@flvs.net](mailto:ogc@flvs.net)

\*After August 1, 2022, FLVS's address is: 5422 Carrier Drive, Suite 107,  
Orlando, FL 32819

**As to the District:**

Ted L. Roush, Superintendent of Schools  
Suwannee County School District  
1740 Ohio Avenue, South  
Live Oak, FL 32064  
[superintendent@suwannee.k12.fl.us](mailto:superintendent@suwannee.k12.fl.us)

With a copy to:

Leonard J. Dietzen, III  
Rumberger Kirk P.A.  
P. O. Box 10507  
Tallahassee, FL 32302-2507  
[ldietzen@rumberger.com](mailto:ldietzen@rumberger.com)

**33. NO WAIVER**

No delay or failure to act on the part of either Party in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or constitute a legal waiver or acquiescence regarding any such right, power, or privilege. Nor shall any single or partial exercise of any right, power, or privilege arising from this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid and enforceable against either Party



unless it is agreed upon in a writing that is authorized and signed by the Party against whom enforcement of such waiver is sought.

**34. OPPORTUNITY TO CONSULT WITH COUNSEL**

Each Party acknowledges that it had an opportunity to consult with counsel of their own choice regarding the development and drafting of this Agreement.

**35. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions.

**36. DISPUTE RESOLUTION**

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity, interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

**37. PARTICIPATION IN SIMILAR ACTIVITIES**

This Agreement in no way restricts FLVS or the District from participating in similar activities with other public or private agencies, organizations and individuals.

**38. SEVERABILITY**

The terms of this Agreement shall be severable such that, if any term herein is deemed unlawful, invalid, or unenforceable, such term shall not affect the validity and enforceability of any other terms of the Agreement.

**39. EXECUTION**

Each Party acknowledges that it has executed or caused the execution of this Agreement on its own behalf in reliance on their own judgment and without coercion, duress, or undue influence. Each person signing this Agreement on behalf of either Party individually warrants that each has full legal power to execute this Agreement on behalf of the Party for whom each is signing, and to bind and obligate such part with respect to all provisions contained in this Agreement. This Agreement may be executed via electronic signature and in counterparts, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument.

**40. ENTIRE AGREEMENT**

This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and the terms of this Agreement supersede and replace any conflicting or inconsistent terms of any other agreement(s) between the Parties. Any amendment or modification of this Agreement and any waiver of its terms must be reduced to a writing which is authorized and signed by both Parties.

*[Signatures follow on next page]*



*[Signature page to Virtual Learning Lab Agreement between  
Florida Virtual School and  
The School Board of Suwannee County, Florida  
Dated May 24, 2022]*

**WHEREFORE**, the Parties agree upon the foregoing terms and conditions of this Agreement and bind themselves to each other and to the covenants and promises herein stated through each of their authorized representatives/signatories below:

**FLORIDA VIRTUAL SCHOOL**

By (Authorized Signature)

Date

Printed Name and Title of Person Signing: Louis Algaze, Ph.D., Chief Executive Officer

Address: 2145 Metrocenter Blvd, Suite 100, Orlando, FL 32835\*

\*After August 1, 2022, FLVS's address is: 5422 Carrier Drive, Suite 107, Orlando, FL 32819.

Approved as to legal form and sufficiency by:

FLVS General Counsel (or authorized designee)

**THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA**

By (Authorized Signature)

Date

Printed Name and Title of Person Signing:  
Ted L. Roush, Superintendent of Schools

Address: 1740 Ohio Avenue, South, Live Oak, FL 32064

Approved as to legal form and sufficiency by:

School Board Attorney/Legal Counsel for The School Board of Suwannee County, Florida



**BLENDED LEARNING COMMUNITY AGREEMENT**  
**by and between**  
**FLORIDA VIRTUAL SCHOOL**  
**and**  
**THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA**

This Blending Learning Community Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS") and The School Board of Suwannee County, Florida ("District"), collectively referred to hereinafter as "the Parties" or "Party."

**WHEREAS**, FLVS is a corporate body and political subdivision of the State of Florida which serves a component of Florida's Early Learning-20 Education System; and

**WHEREAS**, the District is a corporate body and political subdivision of the State of Florida which governs and controls the above named School District; and

**WHEREAS**, the District desires to utilize FLVS services within the Blended Learning Community ("BLC"), defined as a school whereby two (2) or more students are working on FLVS course(s), taught by an FLVS virtual instructor, in a learning location at a school with a dedicated facilitator; and

**WHEREAS**, the Parties find the terms of this Agreement mutually beneficial and in the best interests of the students and families which they both serve.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**INCORPORATION OF RECITALS**

The foregoing recitals are true, correct, and incorporated herein by reference.

**1. DEFINITIONS**

- a) "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control of another person or entity. "Control" as used here means the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.
- b) "Authorized Third Parties" means any non-employee agent, representative, independent contractor, sub-contractor, or consultant of the District whose duties or services require or include access to or use of the Licensed Materials on behalf of or at the direction of the District.



- c) "Authorized Users" means District personnel directly employed by the District whose duties require or include access to or use of the Licensed Materials.
- d) "Billable Enrollment" means any student enrollment designated as "Classroom Assigned" or "Active" status in the FLVS Virtual School Administrator ("VSA") for a minimum of thirty (30) consecutive days or has achieved twenty percent (20%) completion in any status.
- e) "Confidential Information" means (i) all information of either Party or its Affiliates or of third persons to whom the Party owes a duty of confidence that is marked confidential, restricted, or proprietary, or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.
- f) "Data" means District information entered into the LMS or VSA to include, but not limited to, student, staff, school, and parent information.
- g) "Intellectual Property" means proprietary commercial, industrial, and intellectual products and property (both tangible and intangible) as well as proprietary designs, information, processes, ideas, inventions, copyrights, trademarks, service marks, patents, trade secrets and other legal rights and privileges held by FLVS, including those associated with and/or arising from the Licensed Materials.
- h) "Intellectual Property Rights" includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.
- i) "Learning Management Systems" or "LMS" means the software-based system ("Platform") that must be utilized to access the FLVS courses and course components.
- j) "Licensed Materials" means the FLVS courses, course components, assessments, third-party components, Learning Management System (LMS), and Virtual School Administrator (VSA).
- k) "Virtual School Administrator" or "VSA" means the FLVS student information and registration system.



## 2. LICENSE GRANT

FLVS grants to the District a restricted, non-exclusive, non-transferable license to use the Licensed Materials beginning as of the date upon which the Agreement is fully executed by both Parties and terminating pursuant to Section 3, "Term" of this Agreement. The District acknowledges and agrees that the Licensed Materials may only be accessed and used by Authorized Users and Authorized Third Parties for purposes of academic instruction and assessment of District students in accordance with this Agreement. Any other access or use of the Licensed Materials is strictly prohibited.

## 3. TERM

The term of this Agreement commences as of the date upon which it is fully executed by both Parties and ends on the term checked below (the "Term"). The District acknowledges that if the three (3) year term below is selected, the Billable Enrollment price will be subject to modification prior to the start of each academic school year at the sole discretion of FLVS.

**District hereby agrees to accept said BLC Agreement for:**

☒ one (1) academic school year term, July 1, 2022, through June 30, 2023

☐ three (3) academic school year terms, July 1, 2022, through June 30, 2025

## 4. DISTRICT OBLIGATIONS

The District shall:

- a) Complete an accurate and timely (pursuant to Section 7, "Notice In Advance Of Start Date" of this Agreement) reservation in VSA to secure courses, subject to approval by FLVS.
- b) Select academically appropriate courses by the dates set forth under Section 7, "Notice In Advance Of Start Date" of this Agreement for the following enrollment periods.
  - Fall: May 31 to September 1
  - Spring: November 15 to January 31
  - Summer: April 1 to June 1
- c) Provide FLVS with a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender, and grade level).
- d) Designate a BLC facilitator to monitor students and verify attendance.



- e) Grant computer access to enrolled students, along with minimum technology required to utilize FLVS services<sup>1</sup>.
- f) Provide two-way long-distance communication access for FLVS Instructor – student phone calls.
- g) Provide access to stakeholders involved in the success of the BLC for training and communications from FLVS.
- h) Ensure parental notification of student's participation in the District BLC,
- i) Report and collect the proper full-time equivalent ("FTE") student status, pursuant to Section 1011.61, Florida Statutes, associated with enrollments.
- j) Uphold and support the FLVS policies regarding Academic Integrity by helping to minimize individual student violations and hold students accountable who do not follow FLVS and District policies relating to academic integrity.

#### 5. **FLVS OBLIGATIONS**

FLVS shall provide to the District:

- a) Appropriate training for the District BLC facilitator, including BLC support strategies.
- b) Appropriate training for the District counselor(s) involved in the BLC.
- c) Appropriate training for District administration related to the BLC.
- d) A registration process specifically designed for BLC students.
- e) Ongoing virtual and/or face-to-face support from an FLVS instructor, District Relations Manager, Blended Learning Specialist, and FLVS support staff.
- f) Qualified, Florida state-certified instructors who will provide direct instruction using synchronous teaching methods.
- g) Evaluation and support of all members of the District BLC.
- h) Progress monitoring tools at District, student, and school level.
- i) Invoices for Billable Enrollments.
- j) Data required for FTE reporting by the District to the Florida Department of Education.

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<sup>1</sup> Said minimum requirements are set forth at <https://www.flvs.net/student-resources/system-requirements>





**6. FEES AND PAYMENT**

FLVS will invoice the District no later than the twentieth (20<sup>th</sup>) day of the calendar month following the close of each billable enrollment period at two hundred and sixty-seven dollars (\$267.00) per half credit of each Billable Enrollment of the District. The District shall pay the invoice within thirty (30) days of receipt of the undisputed invoice in accordance with the local Government Prompt Payment Act. FLVS shall determine and advise the District regarding the start and end dates for each billable enrollment period of the District BLC. Any fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the District reporting the FTE.

**7. NOTICE IN ADVANCE OF START DATE**

The District shall provide FLVS with notice regarding the number of seats needed for the District BLC. Said notice shall contain a formal request of course(s) submitted via the VSA, and shall be submitted prior to the District BLC start date as follows:

- a). two (2) to twenty-nine (29) students no less than ten (10) days; and
- b). thirty (30) to one hundred forty-nine (149) students no less than thirty (30) days; and
- c). one hundred fifty (150) or greater students no less than sixty (60) days' notice.

In addition to the notice described in this Section, the District shall provide FLVS with a list of registered students no later than ten (10) days prior to the District BLC start date.

Failure to comply with this subsection may result in one or more of the following, subject to FLVS' sole discretion: (1) a delay to the District BLC start date, (2) students may be enrolled in the FLVS Flex program, and any FTE sharing shall apply for students not enrolled in the District BLC, or (3) denial of future lab request(s).

**8. ACADEMIC INTEGRITY IN THE BLC**

To ensure the highest standards of academic integrity, FLVS instructors shall, (1) act as a resource for student questions, (2) submit various assignments into the Turnitin.com database, (3) coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel, (4) verify student mastery of content through Discussion-Based Assessments and authentic assessments, and (5) convey incidents and consequences to the District BLC student(s) and facilitator(s).

District facilitators shall, (1) provide supervision through close proximity while circulating the lab, (2) encourage students to seek support from FLVS Instructors, (3) encourage



student to seek support from the facilitator, (4) discourage inappropriate collaboration of students, (5) ensure students are provided with appropriate equipment and that the equipment is not shared by students who are actively working in the same FLVS coursework, (6) require that students protect their password information and coursework, (7) protect students' user names, passwords, and other private information, (8) adjust seating arrangements to help promote students' integrity, (9) communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.

#### 9. **TERMINATION**

This Agreement may be terminated by:

- a) either Party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other Party not less than thirty (30) days prior to the effective date of such termination; or
- b) written agreement executed by both Parties; or
- c) FLVS at any time if the District, upon notice by FLVS and expiration of a five (5)-day opportunity to cure period, fails to perform any duties or covenants of this Agreement; or
- d) the District at any time if FLVS, upon notice by the District and expiration of a ten (10) day opportunity to cure period, fails to perform any duties or covenants of this Agreement.

#### 10. **TERMINATION FOR CONVENIENCE**

Anything to the contrary notwithstanding, the District may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to FLVS prior to the end of the current term. In the event of a termination for convenience, the District shall pay FLVS for all services properly and fully rendered prior to the date of termination. In the event of such termination, the Parties--by mutual written agreement--may extend the notice of termination period to one beyond the (thirty) 30-day notice period prescribed herein to ensure completion of services and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

#### 11. **BACKGROUND SCREENING**

FLVS agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. All FLVS personnel who: (1) are to be permitted access to the District's school



grounds when students are present, (2) will have direct contact with the District's students, or (3) have access or control of the District's funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. FLVS shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to FLVS and its personnel.

## **12. INTELLECTUAL PROPERTY RIGHTS**

The District acknowledges and agrees that all FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to the District pursuant to this Agreement are protected via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary laws and/or regulations, and FLVS retains all right, title, and interest in and to the Works. The District further acknowledges that it has no ownership of or proprietary interest in the Works except as expressly granted in this Agreement.

Absent the express written authorization by and consent of FLVS, the District will not sell, license, sublicense, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create the Works or any other component of the Licensed Materials. Further, the District will not take or knowingly permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Materials. For instance, the District will not: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works; (b) transfer, assign, distribute, rent, sell, or grant sublicenses to or otherwise make available the Works or any element thereof to any third parties; (c) embed or incorporate in any manner the Works or any element thereof into other applications or products belonging to and/or utilized by the District; (d) use or transmit the Works in violation of this any state or federal law or regulation applicable to the terms of this Agreement or the Licensed Materials; (e) access, use, or copy any portion of the Works (including any component of its logic, structure, and architecture) to develop, promote, distribute, sell, or support any other product or service; or (f) remove, obscure, or alter any FLVS symbol, copyright notice, mark, name, logo, tagline, or other similar designation displayed on or through any portion of the Works.



**13. CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")**

The District shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

**14. SOFTWARE SECURITY**

The District will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use. District shall strictly limit access to the Licensed Materials to Authorized Users and Authorized Third Parties. FLVS will ensure all reasonable measures are taken to protect the District Data while in use at the FLVS site. Reasonable measures are defined as the District Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data.

**15. DATA/SECURITY BREACH**

The Parties acknowledge their respective obligations to comply with all data privacy laws, including Section 501.171, Florida Statutes. Upon knowledge of a data security breach, the breached Party shall notify the other Party immediately, and in no event later than thirty (30) days following a determination of a breach of data security involving the other Party's data. Additionally, each Party shall fully cooperate with the other regarding their respective statutory obligations with respect to security breaches, including all statutory and regulatory notification requirements.

**16. E-VERIFY**

In accordance with Section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

**17. THIRD PARTY REQUIREMENTS**

The District is solely responsible for ensuring that the Licensed Materials/FLVS courses meet the requirements of any third-party organization that the District seeks to satisfy. For example, the National Collegiate Athletic Association ("NCAA") has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student athletes. The District accepts responsibility for these criteria to the extent that it uses the Licensed Materials for students who desire to meet NCAA eligibility criteria. Similarly, the District is responsible for completing any College Board audit procedures



required with respect to any Advanced Placement ("AP") courses if the District intends to offer any Licensed Materials courses as AP courses.

**18. WARRANTIES OF FLVS**

FLVS warrants that all components of the Licensed Materials shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, FLVS shall, to the extent permitted by law, indemnify and hold harmless the District, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark arising or resulting from use of the Licensed Materials.

If a component of the Licensed Materials becomes or is likely to become the subject of an infringement claim, FLVS may, at its option and expense: (a) procure for the District the right to continue using such component; (b) replace or modify the affected component so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected component, allow the District to return other components intended to operate with the affected component, and refund to the District that portion of the license fees attributable to the returned product, prorated in accordance with the unused portion of the term.

**19. CONFIDENTIAL INFORMATION**

To the extent permitted by law, each Party agrees to maintain the Confidential Information of the other Party. For the purposes of this Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information and District Data. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of this Agreement and for no other purpose. Upon the termination or expiration of this Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law.

As FLVS may receive District Data that is otherwise confidential, FLVS shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation,



either federal or State of Florida, regarding confidentiality of student information and records.

**20. ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES**

The District is responsible for complying with all federal and state requirements, including IDEA and Section 504 in connection with its use and implementation of the Licensed Materials. Furthermore, the District is responsible for providing any required services to support and accommodate students with special needs. The District acknowledges that virtual learning programs are not appropriate for all students, and it is the District responsibility to ensure that its delivery and implementation of the Licensed Materials is appropriate for each participating student. FLVS will not be responsible to make such a determination and is not required to make any associated modifications to the Licensed Materials.

**21. ENGLISH LANGUAGE LEARNER STUDENTS**

The District is responsible for providing appropriate equal access to all students, including ELL students. It is also responsible for ensuring compliance with the Florida META Consent Decree and other federal and state laws and regulations in connection with its use and implementation of the Licensed Materials.

**22. PUBLIC RECORDS NOTICE**

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. Accordingly, the Parties shall:

- a) Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119, Florida Statutes.
- b) Provide to each other, upon request and free of charge, a copy of each record which either Party seeks to produce in response to a public records request.
- c) Ensure that Agreement Data that are considered exempt under Chapter 119, Florida Statutes, are not disclosed except as authorized by law.
- d) Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.



Either Party's failure to comply with the provisions set forth in this Section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the non-breaching Party without penalty to them.

**IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE DISTRICT DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DISTRICT SHALL CONTACT FLVS's CUSTODIAN OF PUBLIC RECORDS AT 2145 METROCENTER BOULEVARD, SUITE 100 ORLANDO, FLORIDA 32835,\* OR AT 407-513-3325, OR AT: custodianofrecords@flvs.net. IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FLVS CONTACT THE DISTRICT SHALL CUSTODIAN OF PUBLIC RECORDS TO VICKIE DEPRATER, CFO, OR AT [phone #]: 386-647-4600 OR AT [email address]:**

**vickie.depratter@suwannee.k12.fl.us, 1740 Ohio Avenue, South, Live Oak, FL. \*After August 1, 2022, FLVS's address is: 5422 Carrier Drive, Suite 107, Orlando, FL 32819.**

**23. RESERVATION OF SOVERIEGN IMMUNITY**

FLVS and the District acknowledge and affirm the limited waiver of sovereign immunity as to tort claims arising from the negligent or wrongful conduct of an officer or employee as specified in Section 768.28, Florida Statutes. Subject to and within the limitations of Sections 163.01 and 768.28, Florida Statutes, FLVS and the District agree to be responsible only for such claims and damages caused by the actions or inaction of their own respective officers and employees while functioning within the scope of their official duties. Nothing herein shall be construed or interpreted as an agreement by one party to indemnify the other, nor as an obligation to or consent to be sued by a third party. Furthermore, nothing herein shall be construed or interpreted as an agreement by either



Party to waive the monetary limitations (*i.e.*, "statutory caps") of liability set forth in Chapters 163 and 768, Florida Statutes.

**24. INDEMNIFICATION**

To the extent permitted by law, FLVS and the District hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either Party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either Party to defend, sue, or consent to be sued by a third party. Rather, FLVS and the District agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in Section 768, Florida Statutes.

**25. FORCE MAJEURE**

Neither Party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such Party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions.

**26. DISCLAIMERS AND OTHER LIMITATIONS OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, ALL INFORMATION, PRODUCTS, GOODS, AND/OR SERVICES PROVIDED BY OR THROUGH FLVS PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, FLVS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THE LICENSED MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. THE LIABILITY OF FLVS IS LIMITED IN ACCORDANCE WITH FLORIDA LAW AND THE TERMS OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY





LAW, IN NO EVENT WILL FLVS BE LIABLE FOR ANY SPECIAL, EXEMPLARY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES TO THE DISTRICT OR TO ANY THIRD PARTY FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED MATERIALS. SUBJECT TO THE LIMITS SET FORTH IN SECTION 768.28, FLORIDA STATUTES, THE DISTRICT RECOVERY, IF ANY, SHALL BE LIMITED TO THE DISTRICT ACTUAL AND DIRECT DAMAGES AND THE MAXIMUM AGGREGATE AMOUNT OF ANY SUCH DAMAGES RECOVERABLE TO THE DISTRICT SHALL BE NO GREATER THAN THE SUMS PAID BY THE DISTRICT TO FLVS FOR THE LICENSED MATERIALS PURSUANT TO THIS AGREEMENT.

**27. DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS.**

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED MATERIALS, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE THE DISTRICT SPECIFIC LEGAL RIGHTS. THE DISTRICT MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

**28. RELATIONSHIP OF THE PARTIES**

At all times during the term of this Agreement, the Parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties. Neither Party is authorized to, nor shall either Party act toward third persons or the public in any manner that would indicate anything other than an independent contractor relationship with the other Party.

**29. NO PRESUMED CONSTRUCTION AGAINST DRAFTER(S)**

The Parties acknowledge that they have both had an opportunity to craft the terms and scope of this Agreement. Accordingly, each and every term of this Agreement shall be



construed in accordance with the fair meaning of such term and there shall be no presumption against either Party for having drafted or participated in the drafting of this Agreement.

**30. DESCRIPTIVE HEADINGS**

The headings used herein are descriptive only and are not determinative as to the meaning or effect of any term of this Agreement.

**31. BINDING EFFECT**

This Agreement shall be binding upon and exclusively inure to the benefit of the Parties and their respective officers, employees, and authorized agents. The Parties do not intend for this Agreement to be binding upon or inure to the benefit of any other person, entity, or party.

**32. NOTICES**

All notices, demands, and other communications required or permitted pursuant to this Agreement shall be provided in writing directed to the following contacts:

**As to FLVS:**

Larry Banks, Senior Director of Partner Services, Florida  
 Florida Virtual School  
 \*2145 Metrocenter Boulevard, Suite 100  
 Orlando, FL 32835  
 Email: [lbanks@flvs.net](mailto:lbanks@flvs.net) and [procurement@flvs.net](mailto:procurement@flvs.net)

**With a copy to:**

Office of General Counsel  
 Florida Virtual School  
 \*2145 Metrocenter Boulevard, Suite 100  
 Orlando, FL 32835  
 Email: [ogc@flvs.net](mailto:ogc@flvs.net)

\*After August 1, 2022, FLVS's address is: 5422 Carrier Drive, Suite 107, Orlando, FL 32819.



**As to the District:**

Ted L. Roush, Superintendent of Schools  
Suwannee County School District  
1740 Ohio Avenue, South  
Live Oak, FL 32064  
*superintendent@suwannee.k12.fl.us*

**With a copy to:**

Leondard J. Dietzen, III  
Rumberger Kirk P.A.  
P. O. Box 10507  
Tallahassee, FL 32302-2507  
*ldietzen@rumberger.com*

**33. NO WAIVER**

No delay or failure to act on the part of either Party in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or constitute a legal waiver or acquiescence regarding any such right, power, or privilege. Nor shall any single or partial exercise of any right, power, or privilege arising from this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid and enforceable against either Party unless it is agreed upon in a writing that is authorized and signed by the Party against whom enforcement of such waiver is sought.

**34. OPPORTUNITY TO CONSULT WITH COUNSEL**

Each Party acknowledges that it had an opportunity to consult with counsel of their own choice regarding the development and drafting of this Agreement.

**35. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions.

**36. DISPUTE RESOLUTION**

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity, interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

**37. PARTICIPATION IN SIMILAR ACTIVITIES**

This Agreement in no way restricts FLVS or the District from participating in similar activities with other public or private agencies, organizations, and individuals.



38. **SEVERABILITY**

The terms of this Agreement shall be severable such that, if any term herein is deemed unlawful, invalid, or unenforceable, such term shall not affect the validity and enforceability of any other terms of the Agreement.

39. **NO ASSIGNMENT**

This Agreement may not be assigned, transferred or conveyed in whole or in part by either Party.

40. **EXECUTION**

Each Party acknowledges that it has executed or caused the execution of this Agreement on its own behalf in reliance on their own judgment and without coercion, duress, or undue influence. This Agreement may be executed via electronic signature and in counterparts, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument.

41. **ENTIRE AGREEMENT**

This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and the terms of this Agreement supersede and replace any conflicting or inconsistent terms of any other agreement(s) between the Parties. Any amendment or modification of this Agreement and any waiver of its terms must be reduced to a writing which is authorized and signed by both Parties.

**{This space has been intentionally left blank.}**



*[Signature page to Blended Learning Community Agreement between  
Florida Virtual School and  
The School Board of Suwannee County, Florida  
Dated May 24, 2022]*

**WHEREFORE**, the Parties agree upon the foregoing terms and conditions of this Agreement and bind themselves to each other and to the covenants and promises herein stated through each of their authorized representatives/signatories below:

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**FLORIDA VIRTUAL SCHOOL**

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By (Authorized Signature)

Date

Printed Name and Title of Person Signing: Louis Algaze, Ph.D., Chief Executive Officer

Address: 2145 Metrocenter Blvd, Suite 100, Orlando, FL 32835\*

\*After August 1, 2022, FLVS's address is: 5422 Carrier Drive, Suite 107, Orlando, FL 32819.

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Approved as to legal form and sufficiency by:

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FLVS General Counsel (or authorized designee)

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**DISTRICT NAME:** The School Board of \_\_\_\_\_ County, Florida

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By (Authorized Signature)

Date

Printed Name and Title of Person Signing:

Ted L. Roush, Superintendent of Schools

Address: 1740 Ohio Avenue, South, Live Oak, FL 32064

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Approved as to legal form and sufficiency by:

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School Board Attorney/Legal Counsel for School Board (or authorized designee)

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Chairperson, Suwannee County School Board



**BLENDED LEARNING COMMUNITY AGREEMENT**

by and between

**FLORIDA VIRTUAL SCHOOL**

and

**Suwannee County School Board**

This Blending Learning Community Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS") and the Suwannee County School Board ("District"), collectively referred to hereinafter as "the Parties."

WHEREAS, FLVS is a corporate body and political subdivision of the State of Florida which serves a component of Florida's K-20 Education System; and

WHEREAS, the District is a corporate body and political subdivision of the State of Florida which governs and controls the above named School District; and

WHEREAS, the District desires to utilize FLVS services within the Blended Learning Community ("BLC"), defined as a school whereby two (2) or more students are working on FLVS course(s), taught by an FLVS virtual instructor, in a learning location at a school with a dedicated facilitator; and

WHEREAS, the Parties find the terms of this Agreement mutually beneficial and in the best interests of the students and families which they both serve.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**INCORPORATION OF RECITALS**

The foregoing recitals are true, correct, and incorporated herein by reference.

**1. DEFINITIONS**

- a) "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control of another person or entity. "Control" as used here means the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the aggregate of all voting interest in such entity.
- b) "Authorized Third Party" means any non-employee agent, representative, independent contractor, sub-contractor, or consultant of the District whose duties



or services require or include access to or use of the Licensed Materials on behalf of or at the direction of the District.

- c) "Authorized User" means District personnel directly employed by the District whose duties require or include access to or use of the Licensed Materials.
- d) "Billable Enrollment" means any student enrollment designated as "Classroom Assigned" or "Active" status in the FLVS Virtual School Administrator ("VSA") for a minimum of thirty (30) consecutive days or has achieved twenty percent (20%) completion in any status.
- e) ~~"Business Days" means Monday through Friday excluding any day which is a nationally observed holiday in both the United States of America and Canada.~~
- e f) "Confidential Information" means (i) all information of either party or its Affiliates or of third persons to whom the party owes a duty of confidence that is marked confidential, restricted, or proprietary, or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.
- f g) "Data" means District information entered into the LMS or VSA to include, but not limited to, student, staff, school, and parent information.
- g h) "Intellectual Property" means proprietary commercial, industrial, and intellectual products and property (both tangible and intangible) as well as proprietary designs, information, processes, ideas, inventions, copyrights, trademarks, service marks, patents, trade secrets and other legal rights and privileges held by FLVS, including those associated with and/or arising from the Licensed Materials.
- h i) "Intellectual Property Rights" includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.
- i j) "Learning Management Systems" or "LMS" means the software-based system ("Platform") that must be utilized to access the FLVS courses and course components.

# INFO ONLY

~~SCSB 2022-04 (REVISED/RENEWAL)~~

SCSB 2023-05 (REVISED RENEWAL)



- 3 \*k) "Licensed Materials" means the FLVS courses, course components, assessments, third-party components, Learning Management System (LMS), and Virtual School Administrator (VSA).
- Kh) "Virtual School Administrator" or "VSA" means the FLVS student information and registration system.

## 2. LICENSE GRANT

FLVS grants to the District a restricted, non-exclusive, non-transferable license to use the Licensed Materials beginning as of the date upon which the Agreement is fully executed by both Parties and terminating pursuant to Section 3, "Term" of this Agreement. The District acknowledges and agrees that the Licensed Materials may only be accessed and used by Authorized Users and Authorized Third Parties for purposes of academic instruction and assessment of District students in accordance with this Agreement. Any other access or use of the Licensed Materials is strictly prohibited.

## 3. TERM

The term of this Agreement commences as of the date upon which it is fully executed by both Parties and ends on the term checked below (the "Term"). The District acknowledges that if the three (3) year term below is selected, the Billable Enrollment price will be subject to modification prior to the start of each academic school year at the sole discretion of FLVS.

District hereby agrees to accept said BLC Agreement for:

- X   one (1) academic school year term, July 1, 2021 through June 30, 2022
- three (3) academic school year terms, July 1, 2021 through June 30, 2024

## 4. DISTRICT OBLIGATIONS

The District shall:

- a) Complete an accurate and timely (pursuant to Section 7 of this Agreement), reservation in VSA to secure courses, subject to approval by FLVS.
- b) Select academically appropriate courses by the dates set forth under Section 7 of this Agreement for the following enrollment periods.
  - Fall: May 31 to September 1
  - Spring: November 15 to January 31
  - Summer: April 1 to June 1





- c) Provide FLVS with a complete student information roster with the minimum data requirements (last name, first name, date of birth, gender and grade level).
- d) Designate a BLC facilitator to monitor students and verify attendance.
- e) Grant computer access to enrolled students, along with minimum technology required to utilize FLVS services<sup>1</sup>.
- f) Provide two-way long-distance communication access for FLVS Instructor – student phone calls.
- g) Provide access to stakeholders involved in the success of the BLC for training and communications from FLVS.
- h) Ensure parental notification of student's participation in the District BLC.
- i) Report and collect the proper full-time equivalent ("FTE") student status, pursuant to section 1011.61, Florida Statutes, associated with enrollments.
- j) Uphold and support the FLVS policies regarding Academic Integrity by helping to minimize individual student violations and hold students accountable who do not follow FLVS and District policies relating to academic integrity.

## **5. FLVS OBLIGATIONS**

FLVS shall provide to the District:

- a) Appropriate training for the District BLC facilitator, including BLC support strategies.
- b) Appropriate training for the District counselor(s) involved in the BLC.
- c) Appropriate training for District administration related to the BLC.
- d) A registration process specifically designed for BLC students.
- e) Ongoing virtual and/or face-to-face support from an FLVS instructor, District Relations Manager, Blended Learning Specialist, and FLVS support staff.
- f) Qualified, Florida state-certified instructors who will provide direct instruction using synchronous teaching methods.
- g) Evaluation and support of all members of the District BLC.
- h) Progress monitoring tools at District, student, and school level.
- i) Invoices for Billable Enrollments.

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<sup>1</sup> Said minimum requirements are set forth at <https://www.flvs.net/student-resources/system-requirements>



- j) Data required for FTE reporting by the District to the Florida Department of Education.

6. **FEES AND PAYMENT**

FLVS will invoice the District no later than the twentieth (20<sup>th</sup>) day of the calendar month following the close of each billable enrollment period at two hundred and sixty-seven dollars \$267.00 per half credit of each Billable Enrollment of the District. The District shall pay the invoice within thirty (30) days of receipt of the undisputed invoice, in accordance with the local Government Prompt Payment Act. FLVS shall determine and advise the District regarding the start and end dates for each billable enrollment period of the District BLC. Any fees associated with Advanced Placement and Industry Certification examinations will be the responsibility of the school or District reporting the FTE.

7. **NOTICE IN ADVANCE OF START DATE**

The District shall provide FLVS with notice regarding the number of seats needed for the District BLC. Said notice shall contain a formal request of course(s) submitted via the VSA, and shall be submitted prior to the District BLC start date as follows:

1. two (2) to twenty-nine (29) students no less than ten (10) days; and
2. thirty (30) to one hundred forty-nine (149) students no less than thirty (30) days; and
3. one hundred fifty (150) or greater students no less than sixty (60) days' notice.

In addition to the notice described in this section, the District shall provide FLVS with a list of registered students no later than ten (10) days prior to the District BLC start date. Failure to comply with this subsection may result in one or more of the following, subject to FLVS' sole discretion: (1) a delay to the District BLC start date, (2) students may be enrolled in the FLVS Flex program and any FTE sharing shall apply for students not enrolled in the District BLC, or (3) denial of future lab request(s).

8. **ACADEMIC INTEGRITY IN THE BLC**

To ensure the highest standards of academic integrity, FLVS instructors shall, (1) act as a resource for student questions, (2) submit various assignments into the Turnitin.com database, (3) coordinate any academic integrity issues with the lab facilitator, their Instructional Leader, and Academic Integrity Support Personnel, (4) verify student mastery of content through Discussion-Based Assessments and authentic assessments,



and (5) convey incidents and consequences to the District BLC student(s) and facilitator(s).

District facilitators shall, (1) provide supervision through close proximity while circulating the lab, (2) encourage students to seek support from FLVS Instructors, (3) encourage student to seek support from the facilitator, (4) discourage inappropriate collaboration of students, (5) ensure students are provided with appropriate equipment and that the equipment is not shared by students who are actively working in the same FLVS coursework, (6) require that students protect their password information and coursework, (7) protect students' user names, passwords, and other private information, (8) adjust seating arrangements to help promote students' integrity, (9) communicate with the student, FLVS Instructor and Academic Integrity Investigator with regards to concerns and consequences.

**9. TERMINATION**

This Agreement may be terminated by:

- a) either party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other party not less than thirty (30) days prior to the effective date of such termination; or
- b) written agreement executed by both Parties; or
- c) FLVS at any time if the District, upon notice by FLVS and expiration of a five (5)-day opportunity to cure period, fails to perform any duties or covenants of this Agreement; or
- d) the District at any time if FLVS, upon notice by the District and expiration of a ten-day opportunity to cure period, fails to perform any duties or covenants of this Agreement.

**10. TERMINATION FOR CONVENIENCE**

Anything to the contrary notwithstanding, District party, may terminate this Agreement without cause and for convenience with thirty (30) days prior written notice to FLVS ~~the other party~~ prior to the end of the current term. In the event of a termination for convenience, District shall pay FLVS for all services properly and fully rendered prior to the date of termination. In the event of such termination, the Parties--by mutual written agreement--may extend the notice of termination period to one beyond the (thirty) 30-day notice



period prescribed herein to ensure completion of services and/or to prevent any interruption of instruction and disruption of the delivery of services to the students.

**11. BACKGROUND SCREENING**

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

**12. INTELLECTUAL PROPERTY RIGHTS**

The District acknowledges and agrees that all FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to the District pursuant to this Agreement are protected via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary laws and/or regulations, and FLVS retains all right, title, and interest in and to the Works. The District further acknowledges that it has no ownership of or proprietary interest in the Works except as expressly granted in this Agreement.

Absent the express written authorization by and consent of FLVS, the District will not sell, license, sublicense, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create the Works or any other component of the



Licensed Materials. Further, the District will not take or knowingly permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Materials. For instance, the District will not: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works; (b) transfer, assign, distribute, rent, sell, or grant sublicenses to or otherwise make available the Works or any element thereof to any third parties; (c) embed or incorporate in any manner the Works or any element thereof into other applications or products belonging to and/or utilized by the District; (d) use or transmit the Works in violation of this any state or federal law or regulation applicable to the terms of this Agreement or the Licensed Materials; (e) access, use, or copy any portion of the Works (including any component of its logic, structure, and architecture) to develop, promote, distribute, sell, or support any other product or service; or (f) remove, obscure, or alter any FLVS symbol, copyright notice, mark, name, logo, tagline, or other similar designation displayed on or through any portion of the Works.

**13. CHILDREN'S ONLINE PRIVACY PROTECTION ACT ("COPPA")**

The District shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

**14. SOFTWARE SECURITY**

The District will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use. District shall strictly limit access to the Licensed Materials to Authorized Users and Authorized Third Parties. FLVS will ensure all reasonable measures are taken to protect the District Data while in use at the FLVS site. Reasonable measures are defined as the District Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such Data.

**15. DATA/SECURITY BREACH**

The Parties acknowledge their respective obligations to comply with all data privacy laws, including section 501.171 of the Florida Statutes. Upon knowledge of a data security breach, the breached party shall notify the other party immediately, and in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each party shall fully cooperate with the other



regarding their respective statutory obligations with respect to security breaches, including all statutory and regulatory notification requirements.

**16. E-VERIFY**

In accordance with section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

**17. THIRD PARTY REQUIREMENTS**

The District is solely responsible for ensuring that the Licensed Materials/FLVS courses meet the requirements of any third-party organization that the District seeks to satisfy. For example, the National Collegiate Athletic Association ("NCAA") has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student athletes. The District accepts responsibility for these criteria to the extent that it uses the Licensed Materials for students who desire to meet NCAA eligibility criteria. Similarly, the District is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if the District intends to offer any Licensed Materials courses as AP courses.

**18. WARRANTIES OF FLVS**

FLVS warrants that all components of the Licensed Materials shall be free from claims of patent, copyright, and trademark infringement. Notwithstanding any other provision of this Agreement, FLVS shall, to the extent permitted by law, indemnify and hold harmless the District, its officers, directors, employees, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark arising or resulting from use of the Licensed Materials.

If a component of the Licensed Materials becomes or is likely to become the subject of an infringement claim, FLVS may, at its option and expense: (a) procure for the District the right to continue using such component; (b) replace or modify the affected component so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected component, allow the District to return other components intended to operate with the affected component, and refund to the District that portion of the license



fees attributable to the returned product, prorated in accordance with the unused portion of the term.

**19. CONFIDENTIAL INFORMATION**

To the extent permitted by law, each party agrees to maintain the Confidential Information of the other party. For the purposes of this Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information and District Data. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of this Agreement and for no other purpose. Upon the termination or expiration of this Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law.

As FLVS may receive District Data that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records.

**20. ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES**

The District is responsible for complying with all federal and state requirements, including IDEA and Section 504 in connection with its use and implementation of the Licensed Materials. Furthermore, the District is responsible for providing any required services to support and accommodate students with special needs. The District acknowledges that virtual learning programs are not appropriate for all students, and it is the District responsibility to ensure that its delivery and implementation of the Licensed Materials is appropriate for each participating student. FLVS will not be responsible to make such a determination and is not required to make any associated modifications to the Licensed Materials.

**21. ENGLISH LANGUAGE LEARNER STUDENTS**

The District is responsible for providing appropriate equal access to all students, including ELL students. It is also responsible for ensuring compliance with the Florida META



Consent Decree and other federal and state laws and regulations in connection with its use and implementation of the Licensed Materials.

**22. PUBLIC RECORDS NOTICE**

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. Accordingly, the Parties shall:

- a) Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
- b) Provide to each other, upon request and free of charge, a copy of each record which either party seeks to produce in response to a public records request.
- c) Ensure that Agreement Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d) Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.

Either party's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the non-breaching party without penalty to them.

**IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE DISTRICT DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DISTRICT SHALL CONTACT FLVS'S CUSTODIAN OF PUBLIC RECORDS AT 2145 METROCENTER BOULEVARD, SUITE 100 ORLANDO, FLORIDA 32835, OR AT 407-513-3325, OR AT: [custodianofrecords@flvs.net](mailto:custodianofrecords@flvs.net). IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING**





TO THIS AGREEMENT, FLVS SHALL CONTACT THE DISTRICT CUSTODIAN OF PUBLIC RECORDS, VICKIE DEPRATTER, 1740 OHIO AVE. SOUTH, LIVE OAK, FL 32064 OR AT 386-647-4600 or [vickie.depratter@suwannee.k12.fl.us](mailto:vickie.depratter@suwannee.k12.fl.us)

23. RESERVATION OF SOVEREIGN IMMUNITY

FLVS and the District acknowledge and affirm the limited waiver of sovereign immunity as to tort claims arising from the negligent or wrongful conduct of an officer or employee as specified in section 768.28 of the Florida Statutes. Subject to and within the limitations of sections 163.01 and 768.28 of the Florida Statutes, FLVS and the District agree to be responsible only for such claims and damages caused by the actions or inaction of their own respective officers and employees while functioning within the scope of their official duties. Nothing herein shall be construed or interpreted as an agreement by one party to indemnify the other, nor as an obligation to or consent to be sued by a third party. Furthermore, nothing herein shall be construed or interpreted as an agreement by either party to waive the monetary limitations (i.e., "statutory caps") of liability set forth in Chapters 163 and 768 of the Florida Statutes.

24. INDEMNIFICATION

To the extent permitted by law, FLVS and District hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to section 768.28 of the Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either party to defend, sue, or consent to be sued by a third party. Rather, FLVS and District agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in section 768 of the Florida Statutes.

**25. FORCE MAJEURE**

Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement resulting from acts or events beyond the reasonable control of such party ("Force Majeure Event"), including acts of war, terrorism, acts of God, epidemic or pandemic, any police action of the federal, state, or local government, an earthquake, flood, embargo, riot, sabotage, labor dispute, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions.

**26. DISCLAIMERS AND OTHER LIMITATIONS OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, ALL INFORMATION, PRODUCTS, GOODS, AND/OR SERVICES PROVIDED BY OR THROUGH FLVS PURSUANT TO THIS AGREEMENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. EXCEPT FOR THE EXPRESS WARRANTIES HEREIN STATED, FLVS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS WITH REGARD TO THE LICENSED MATERIALS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE.

THE LIABILITY OF FLVS IS LIMITED IN ACCORDANCE WITH FLORIDA LAW AND THE TERMS OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL FLVS BE LIABLE FOR ANY SPECIAL, EXEMPLARY, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES TO THE DISTRICT OR TO ANY THIRD PARTY FOR LOSS OF USE, DATA, OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE LICENSED MATERIALS.

SUBJECT TO THE LIMITS SET FORTH IN SECTION 768.28 OF THE FLORIDA STATUTES, THE DISTRICT RECOVERY, IF ANY, SHALL BE LIMITED TO THE DISTRICT ACTUAL AND DIRECT DAMAGES AND THE MAXIMUM AGGREGATE AMOUNT OF ANY SUCH DAMAGES RECOVERABLE TO THE DISTRICT SHALL BE NO GREATER THAN THE SUMS PAID BY THE DISTRICT TO FLVS FOR THE LICENSED MATERIALS PURSUANT TO THIS AGREEMENT.

**27. DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS**



EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED MATERIALS, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE DISTRICT SPECIFIC LEGAL RIGHTS. DISTRICT MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

**28. RELATIONSHIP OF THE PARTIES**

At all times during the term of this Agreement, the Parties shall be considered independent contractors and not employees of each other, and nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties. Neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate anything other than an independent contractor relationship with the other party.

**29. NO PRESUMED CONSTRUCTION AGAINST DRAFTER(S)**

The Parties acknowledge that they have both had an opportunity to craft the terms and scope of this Agreement. Accordingly, each and every term of this Agreement shall be construed in accordance with the fair meaning of such term and there shall be no presumption against either party for having drafted or participated in the drafting of this Agreement.

**30. DESCRIPTIVE HEADINGS**

The headings used herein are descriptive only and are not determinative as to the meaning or effect of any term of this Agreement.

**31. BINDING EFFECT**

This Agreement shall be binding upon and exclusively inure to the benefit of the Parties and their respective officers, employees, and authorized agents. The Parties do not intend for this Agreement to be binding upon or inure to the benefit of any other person, entity, or party.



**32. NOTICES**

All notices, demands, and other communications required or permitted pursuant to this Agreement shall be provided in writing directed to the following contacts:

**As to FLVS:**

Larry Banks, Senior Director of Partner Services  
Florida Virtual School  
2145 Metrocenter Boulevard, Suite 100  
Orlando, FL 32835  
Email: lbanks@flvs.net

**With a copy to:**

Office of General Counsel  
Florida Virtual School  
2145 Metrocenter Boulevard, Suite 100  
Orlando, FL 32835

**As to the District:**

Ted L. Roush, Superintendent of Suwannee  
County School District  
Address: 1740 Ohio Avenue South  
City/State: Live Oak, FL 32064  
Email: ted.roush@suwannee.k12.fl.us

**With a copy to:**

Name/Title: Leonard J. Dietzen, III  
Rumberger Kirk P.A.  
Address: P. O. Box 10507  
City/State: Tallahassee, FL 32302 Email: ldietzen@rumberger.com

**33. NO WAIVER**

No delay or failure to act on the part of either party in exercising any right, power, or privilege under this Agreement shall impair any such right, power, or privilege or constitute a legal waiver or acquiescence regarding any such right, power, or privilege. Nor shall any single or partial exercise of any right, power, or privilege arising from this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. No waiver shall be valid and enforceable against either party unless it is agreed upon in a writing that is authorized and signed by the party against whom enforcement of such waiver is sought.



**34. OPPORTUNITY TO CONSULT WITH COUNSEL**

Each party acknowledges that it had an opportunity to consult with counsel of their own choice regarding the development and drafting of this Agreement.

**35. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions.

**36. DISPUTE RESOLUTION**

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity, interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

**37. PARTICIPATION IN SIMILAR ACTIVITIES**

This Agreement in no way restricts FLVS the District from participating in similar activities with other public or private agencies, organizations, and individuals.

**38. SEVERABILITY**

The terms of this Agreement shall be severable such that, if any term herein is deemed unlawful, invalid, or unenforceable, such term shall not affect the validity and enforceability of any other terms of the Agreement.

**39. NO ASSIGNMENT**

This agreement may not be assigned, transferred or conveyed in whole or in part by either Party.

**40. EXECUTION**

Each party acknowledges that it has executed or caused the execution of this Agreement on its own behalf in reliance on their own judgment and without coercion, duress, or undue influence. This Agreement may be executed in counterparts, any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument.

**41. ENTIRE AGREEMENT**

This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and the terms of this Agreement supersede and replace any conflicting or inconsistent terms of any other agreement(s) between the Parties. Any amendment or modification of this Agreement and any waiver of its terms must be reduced to a writing which is authorized and signed by both Parties.

# INFO ONLY



~~SCSB 2022-04 (REVISED/RENEWAL)~~  
SCSB 2023-05 (REVISED RENEWAL)

WHEREFORE, the Parties agree upon the foregoing terms and conditions of this Agreement and bind themselves to each other and to the covenants and promises herein stated through each of their authorized representatives/signatories below:

FLORIDA VIRTUAL SCHOOL

By (Authorized Signature)

Date

6/8/2021

Printed Name and Title of Person Signing:

Louis Algaze, Ph.D., Chief Executive Officer

Address:

2145 Metrocenter Blvd, Suite 100, Orlando, FL 32835

Approved as to legal form and sufficiency by:

FLVS General Counsel (or authorized designee)

DISTRICT NAME: Suwannee County School District

By (Authorized Signature)

Date

MAY 25 2021

Printed Name and Title of Person Signing

Ted L. Roush, Superintendent of Schools

Address:

1740 Ohio Avenue South, Live Oak, FL 32064

Approved as to legal form and sufficiency by:

School Board Attorney/Legal Counsel for School Board of District County or Charter School  
(or authorized designee)

  
Gary Taylor  
Chairman, Suwannee County School Board



AGREEMENT BETWEEN  
THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, O/B/O  
EAST COAST TECHNICAL ASSISTANCE CENTER  
AND  
THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

This Agreement ("Agreement") is entered into between The School Board of Seminole County, Florida, (hereinafter called School Board), O/B/O East Coast Technical Assistance Center located at 400 E. Lake Mary Blvd., Sanford, Florida 32773-7127 and The School Board of Suwannee County, Florida, (hereinafter called Member District), located at 1740 Ohio Avenue S., Live Oak, Florida 32064.

WHEREAS, the East Coast Technical Assistance Center (ECTAC) provides support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) programs in the State of Florida; and

WHEREAS, the Member District wishes to enter into an agreement with the School Board, for support and technical assistance regarding its Title I and other ESEA programs.

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

1. Term. This Agreement shall commence on the last date of approval by a party and shall terminate on June 30, 2023. Thereafter, the Agreement may be renewed for additional annual terms upon the mutual written consent of both parties.
2. Payment. The Member District agrees to pay to the School Board, the amount of \$8,800 for services provided under this Agreement. The School Board, shall submit an invoice and the Member District shall remit payment within forty-five (45) days of the invoice date.
3. Scope. In consideration of the payment set forth in paragraph 2 above, ECTAC shall provide support and technical assistance to the Title I and other specified ESEA programs of the Member District. This support and technical assistance shall include specific program activities and deliverables in support of the approved district Title I Project Applications as appropriate, and other services to be provided which are specified and attached hereto as Exhibit "A" and incorporated by reference. See also Exhibit "B", Operational Procedures incorporated herein by reference.
4. Termination. Either party may terminate this Agreement with or without cause upon 30 days' written notice to the other party. In the event of termination, the School Board, shall immediately cease providing services as described in paragraph 3 above, and the Member District shall be entitled to a pro rata refund of funds paid in advance for the 2022-2023 school year, pursuant to paragraph 2 above.

5. Background Screening. The Parties agree to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of their personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by each party in advance of its personnel providing any services under the conditions described in the previous sentence. Each party shall bear its own cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to its personnel. The Parties acknowledge that Florida Statutes allow for an exception to mandatory background screening requirements where staff, employees, and/or agents which are permitted access on school grounds when students are present, or which have any direct contact with students, remain at all times within line-of-sight supervision by school personnel. The parties agree that the failure to perform any of the duties described in this section shall constitute a material breach of this Agreement.

6. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida. Venue for any action shall be in the Circuit Court, Eighteenth Judicial Circuit, Seminole County, Florida.

7. Mutual Indemnification. Subject to the limitations of §768.28 Florida Statute, each party to this agreement shall defend, indemnify and hold harmless the other party against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts or omissions, or willful misconduct of the indemnifying party's employees, agents, or officers to the extent that such acts are performed within the scope of the indemnifying party's employment or agency. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

8. Notice. All notices required under this Agreement shall be in writing, and shall be sent by certified mail, return receipt requested or hand delivery. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses set forth below:

If to School Board of Seminole County:

Serita D. Beamon, Superintendent  
The School Board of Seminole County, Florida  
400 E. Lake Mary Blvd  
Sanford, FL 32773-7127

With a copy to:

Dr. Maria Longa, Director  
East Coast Technical Assistance Center  
400 E. Lake Mary Blvd.  
Sanford, FL 32773-7127

If to Member District:

Ted L. Roush, Superintendent  
The School Board of Suwannee County,  
Florida  
1740 Ohio Avenue S.  
Live Oak, FL 32064



With a copy to:

Kecia Robinson, Director  
Federal Programs  
1740 Ohio Avenue S.  
Live Oak, FL 32064

By giving the other party at least fifteen (15) days written notice, each party shall have the right to change its address and the name of its representative for notice purposes.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations, and agreements not incorporated in this Agreement are canceled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representatives.

10. Authorization. Each party warrants and represents with respect to itself that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligations. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

11. Access and Retention of Documents. Each party will, upon request, provide access to the other party, the Federal Grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, to any books, documents, papers and records which are directly related to this project. Both parties to this Agreement will retain all records related to the services provided pursuant this Agreement, for five (5) years after the Member District has made final payments and all other matters between the parties in connection with this Agreement, are closed. Further, both parties agree to comply with s.119.0701, F.S., as applicable.

12. Copyrights. The parties are hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or agreement under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. Furthermore, the parties agree that the School Board has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within the School Board, for purposes related to the School Board, business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation.

13. Debarment. By signing this Agreement, the parties certify, to the best of their knowledge and belief, that they and their principals:

(a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

(b) Have not, within the preceding five (5) year period, 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 agreement under 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 or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five (5) year period had one (1) or more public transactions (federal, state or local) terminated for cause or default.

(e) Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

The parties agree to notify each other within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) – (e) above, with respect to the parties or their principals.

14. Public Records Act/Chapter 119 Requirements. The School Board and Member District agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

(a) The School Board and Member District shall keep and maintain public records required by the other party to perform the service.

(b) The School Board and Member District shall upon request from the other party's custodian of public records, provide the requesting party 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 that provided in chapter 119, Florida Statutes or as otherwise provided by law;

(c) The School Board and Member District shall ensure that public records that are exempt or that are confidential and exempt from the 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 records are not transferred to the other party; and

(d) Upon completion of the contract and at the request of either party, the School Board and Member District shall transfer to the other party, at no cost, all public records in possession of the other party or keep and maintain the public records as required by law. All records stored electronically must be provided to the requesting party, in a format that is compatible with the information technology systems of the requesting party.

The parties agree that if either party fails to comply with a public records request, then the other party may enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

**IF THE MEMBER DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MEMBER DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA'S CUSTODIAN OF PUBLIC RECORDS, CAROLYN BEDSOLE, MANAGER, IS PROJECT MANAGEMENT AT 407-320-0466, CAROLYN\_BEDSOLE@SCPS.K12.FL.US, THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, 400 EAST LAKE MARY BLVD., SANFORD, FLORIDA 32773.**

**IF THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE MEMBER DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE DEPRATTER, CHIEF FINANCIAL OFFICER AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, SUWANNEE COUNTY SCHOOL DISTRICT, 1740 OHIO AVE. S, LIVE OAK, FL 32064.**

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

16. Equal Opportunity and Affirmative Action. The parties affirm that they are each equal opportunity and affirmative action employers and shall each comply with all applicable federal, state, and local laws and regulations pertaining thereto.

17. Unauthorized Alien Labor. The parties shall each comply with all federal and state laws, including but not limited to section 448.095, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The parties must not knowingly employ unauthorized aliens and should such violation occur shall be cause for termination of the Agreement. The parties will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its new employees hired during the contract term, and will further include in all subcontracts for subcontractors performing work or providing services pursuant to this Agreement the requirement that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The parties shall receive and retain an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. A party's knowing failure to comply with this subsection may result in termination of the Agreement.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a "PDF"

format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or PDF signature page were an original thereof.

19. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from Member District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**THE SCHOOL BOARD OF  
SEMINOLE COUNTY, FLORIDA:**

By: \_\_\_\_\_  
Amy Pennock, Chairman

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

**ATTEST:**

By: \_\_\_\_\_  
Serita D. Beamon, Superintendent

**THE SCHOOL BOARD OF  
SUWANNEE COUNTY, FLORIDA:**

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

Print Name: Jerry Taylor

Title: Board Chairman

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

**ATTEST:**

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

Print Name: Ted L. Roush

Title: Superintendent of Schools

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

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

**EXHIBIT A**  
**ECTAC TECHNICAL ASSISTANCE SERVICES**

The purpose of the East Coast Technical Assistance Center is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

The selective ESEA programs are:

1. Title I, Part A
2. Title I, Part C
3. Title I, Part D
4. Other grant funded programs as they interact with Title I.

The services include:

1. assisting member school districts in:
  - a. the development and implementation of Title I programs consistent with the requirements of The Elementary and Secondary Education Act (ESEA) and the related Florida State Statute.
  - b. the administration of Title I, and building the capacity of Title I district administrators and key staff in the understanding of appropriate laws, rules, regulations, guidance, policies, and best practices through periodic professional development meetings and activities.
  - c. the development and implementation of Title I plans, project applications, and amendments to include schoolwide, targeted assistance, nonpublic, migrant, neglected and delinquent, school improvement, and others as requested.
  - d. effectively utilizing Title I resources, and other resources in the school improvement process.
  - e. the implementation of effective instructional strategies and evidence-based best practices.
  - f. building capacity for the effective engagement of families in the education of their children.
  - g. identifying and recognizing high performing/high poverty schools for the purpose of networking and sharing effective practices across the state.
  - h. accessing other collaborative service providers, such as ESCORT, the Bureau of Federal Educational Programs, the Grants Management Office, other Bureaus and Offices at the Florida Department of Education (FLDOE), Florida Association of State and Federal Education Program Administrators (FASFEPA), National Association of Federal Education Program Administrators (NAFEPA), as well as other offices and organizations.
  - i. advocating for the needs of the Local Educational Agencies (LEAs).
  - j. other areas as necessary.
2. providing member meetings including professional development at least three (3) times per year. Services will be provided virtually if face-to-face meetings are not possible.
3. co-sponsoring two (2) forums per year with FASFEPA.

## **EXHIBIT B OPERATING PROCEDURES**

The name of the Center is the East Coast Technical Assistance Center (ECTAC). The Center may change its name by a simple majority vote of the membership.

### **Purpose:**

The purpose of ECTAC is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

### **Members:**

Membership in ECTAC is open to school districts in Florida.

### **Advisory Board:**

An Advisory Board guides the proper development, approval, and execution of the operation of ECTAC.

### **Advisory Board Members:**

The Advisory Board is composed of five (5) administrators that are representative of small, medium, and large school districts comprising the organization. Board members receive no compensation for their services. The number of Board members may be increased by vote of the general membership but will never be less than five (5).

### **Election and Term of Advisory Board Members:**

Election of Advisory Board members will occur prior to the first meeting of the fiscal year. Board members will be elected by a simple majority vote of the membership. The terms are for two (2) years.

Vacancies will be filled by simple majority vote of the membership for the unexpired term. A Board member elected to fill a vacancy will be elected for the unexpired term of his/her predecessor in office and will serve until his/her successor is elected.

A Board member may be removed by a simple majority vote of the membership, at any regularly scheduled or special meeting of the membership, whenever in its judgment the best interests of the organization would be served thereby.

A Board member may resign from the Board at any time by giving notice in writing to the Board at

least thirty (30) days before such resignation. No acceptance of such resignation will be necessary to make it effective.

**Quorum of the Advisory Board:**

A simple majority of the Advisory Board members constitutes a quorum for the transaction of business. The act of a simple majority of Advisory Board members present at a meeting at which a quorum is present will be the act of the Board. Each Advisory Board member will have one vote and no proxy will be allowed.

**Meetings of the Board:**

An advisory board meeting will be held once a year at a time and location set by the Advisory Board, with additional meetings scheduled as needed. Minutes of the meetings are available upon request.

Action may be taken by the Advisory Board without a meeting if a simple majority of the Board members consent in writing through fax, mail, or by electronic mail to the action. Such actions will be filed with the Board minutes.

**Absence of Board Members:**

Each Board member is expected to communicate in advance of all Board meetings stating whether or not he/she is able to attend or participate by conference telephone or other agreed-upon means of communication. Any Board member who is absent from three (3) successive Board meetings will be deemed to have resigned due to non-participation, and his/her position will be declared vacant, unless the Board affirmatively votes to retain that member.

**Fiscal Year:**

The fiscal year of the organization will be aligned July 1 to June 30.

**Fiscal Agent:**

The School Board of Seminole County, Florida, (SBSC) is the fiscal agent for ECTAC. All employees of ECTAC are employees of SBSC. The interview committees for vacant ECTAC positions will have representation from an ECTAC Member District.

Travel will be approved by the fiscal agent to ensure ECTAC staff travel to Member Districts as well as attend events, meetings, and/or conferences that will benefit the purpose of ECTAC.

SBSC assures that the operation of ECTAC will be excluded from any freeze on vacant positions or travel restrictions that might be imposed by SBSC due to budget shortfalls.

SBSC will charge the ECTAC budget an administrative fee equal to the SBSC approved indirect cost rate. Any additional administrative charges must be requested through and approved by the ECTAC Advisory Board. Other than the administrative fee described above, the ECTAC budget will be used solely for ECTAC purposes. ECTAC will provide an annual budget report to ECTAC Member Districts.

**Agreement:**

An agreement for ECTAC services will be executed annually with ECTAC Member Districts. The agreement will include attachments of the description of services and operating procedures.

**Website:**

An ECTAC website will be established and maintained to provide school districts with information that will facilitate the implementation of Title I program services.

**Representation in State and National Organizations, Committees, and Meetings:**

The ECTAC staff will represent ECTAC Member Districts in state and national organizations, committees, and meetings as appropriate.



**INFO ONLY**



AGREEMENT BETWEEN  
THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, O/B/O  
EAST COAST TECHNICAL ASSISTANCE CENTER  
AND  
THE SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

This Agreement ("Agreement") is entered into between The School Board of Seminole County, Florida, (hereinafter called School Board), O/B/O East Coast Technical Assistance Center located at 400 E. Lake Mary Blvd., Sanford, Florida 32773-7127 and The School Board of Suwannee County, Florida, (hereinafter called Member District), located at 1740 Ohio Avenue S., Live Oak, Florida 32064.

WHEREAS, the East Coast Technical Assistance Center (ECTAC) provides support and technical assistance to Title I and other specified Elementary and Secondary Education Act (ESEA) programs in the State of Florida; and

WHEREAS, the Member District wishes to enter into an agreement with the School Board, for support and technical assistance regarding its Title I and other ESEA programs.

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

1. Term. This Agreement shall commence on the last date of approval by a party and shall terminate on June 30, 2023. Thereafter, the Agreement may be renewed for additional annual terms upon the mutual written consent of both parties.
2. Payment. The Member District agrees to pay to the School Board, the amount of \$8,800 for services provided under this Agreement. The School Board, shall submit an invoice and the Member District shall remit payment within forty-five (45) days of the invoice date.
3. Scope. In consideration of the payment set forth in paragraph 2 above, ECTAC shall provide support and technical assistance to the Title I and other specified ESEA programs of the Member District. This support and technical assistance shall include specific program activities and deliverables in support of the approved district Title I Project Applications as appropriate, and other services to be provided which are specified and attached hereto as Exhibit "A" and incorporated by reference. See also Exhibit "B", Operational Procedures incorporated herein by reference.
4. Termination. Either party may terminate this Agreement with or without cause upon 30 days' written notice to the other party. In the event of termination, the School Board, shall immediately cease providing services as described in paragraph 3 above, and the Member District shall be entitled to a pro rata refund of funds paid in advance for the 2022-2023 school year, pursuant to paragraph 2 above.

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5. Background Screening. The Parties agree to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of their personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by each party in advance of its personnel providing any services under the conditions described in the previous sentence. Each party shall bear its own cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to its personnel. The Parties acknowledge that Florida Statutes allow for an exception to mandatory background screening requirements where staff, employees, and/or agents which are permitted access on school grounds when students are present, or which have any direct contact with students, remain at all times within line-of-sight supervision by school personnel. The parties agree that the failure to perform any of the duties described in this section shall constitute a material breach of this Agreement.

6. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this agreement is subject to the laws of Florida. Venue for any action shall be in the Circuit Court, Eighteenth Judicial Circuit, Seminole County, Florida.

7. Mutual Indemnification. Subject to the limitations of §768.28 Florida Statute, each party to this agreement shall defend, indemnify and hold harmless the other party against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts or omissions, or willful misconduct of the indemnifying party's employees, agents, or officers to the extent that such acts are performed within the scope of the indemnifying party's employment or agency. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

8. Notice. All notices required under this Agreement shall be in writing, and shall be sent by certified mail, return receipt requested or hand delivery. Notice given in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses set forth below:

If to School Board of Seminole County:

Serita D. Beamon, Superintendent  
The School Board of Seminole County, Florida  
400 E. Lake Mary Blvd  
Sanford, FL 32773-7127

With a copy to:

Dr. Maria Longa, Director  
East Coast Technical Assistance Center  
400 E. Lake Mary Blvd.  
Sanford, FL 32773-7127

If to Member District:

Ted L. Roush, Superintendent  
The School Board of Suwannee County,  
Florida  
1740 Ohio Avenue S.  
Live Oak, FL 32064

## INFO ONLY

With a copy to:

Kecia Robinson, Director  
Federal Programs  
1740 Ohio Avenue S.  
Live Oak, FL 32064

By giving the other party at least fifteen (15) days written notice, each party shall have the right to change its address and the name of its representative for notice purposes.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations, and agreements not incorporated in this Agreement are canceled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representatives.

10. Authorization. Each party warrants and represents with respect to itself that neither the execution of this Agreement nor the performance of its obligations under this Agreement shall violate any legal requirement or other commitment or restriction to which it is a party or by which it is bound. Each party also warrants and represents, with respect to itself, that the execution of this Agreement and the performance of its obligations under this Agreement shall not require any consent, vote, or approval which has not been obtained, or at the appropriate time shall not have been given or obtained. Each party agrees that it has or will continue to have throughout the term of this Agreement the full right and authority to enter into this Agreement and to perform its obligations. Upon written request, each party agrees to supply the other party with evidence of its full right and authority.

11. Access and Retention of Documents. Each party will, upon request, provide access to the other party, the Federal Grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, to any books, documents, papers and records which are directly related to this project. Both parties to this Agreement will retain all records related to the services provided pursuant this Agreement, for five (5) years after the Member District has made final payments and all other matters between the parties in connection with this Agreement, are closed. Further, both parties agree to comply with s.119.0701, F.S., as applicable.

12. Copyrights. The parties are hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or agreement under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. Furthermore, the parties agree that the School Board has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within the School Board, for purposes related to the School Board, business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation.

13. Debarment. By signing this Agreement, the parties certify, to the best of their knowledge and belief, that they and their principals:

(a) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.

**INFO ONLY**

(b) Have not, within the preceding five (5) year period, 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 agreement under 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 or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

(d) Have not within the preceding five (5) year period had one (1) or more public transactions (federal, state or local) terminated for cause or default.

(e) Are not presently, nor have been within the last three (3) years, listed on the convicted vendor list.

The parties agree to notify each other within thirty (30) days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in paragraphs (a) – (e) above, with respect to the parties or their principals.

14. Public Records Act/Chapter 119 Requirements. The School Board and Member District agree to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

(a) The School Board and Member District shall keep and maintain public records required by the other party to perform the service.

(b) The School Board and Member District shall upon request from the other party's custodian of public records, provide the requesting party 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 that provided in chapter 119, Florida Statutes or as otherwise provided by law;

(c) The School Board and Member District shall ensure that public records that are exempt or that are confidential and exempt from the 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 records are not transferred to the other party; and

(d) Upon completion of the contract and at the request of either party, the School Board and Member District shall transfer to the other party, at no cost, all public records in possession of the other party or keep and maintain the public records as required by law. All records stored electronically must be provided to the requesting party, in a format that is compatible with the information technology systems of the requesting party.

The parties agree that if either party fails to comply with a public records request, then the other party may enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

**INFO ONLY**

**IF THE MEMBER DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MEMBER DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA'S CUSTODIAN OF PUBLIC RECORDS, CAROLYN BEDSOLE, MANAGER, IS PROJECT MANAGEMENT AT 407-320-0466, CAROLYN\_BEDSOLE@SCPS.K12.FL.US, THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, 400 EAST LAKE MARY BLVD., SANFORD, FLORIDA 32773.**

**IF THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE MEMBER DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE DEPRATTER, CHIEF FINANCIAL OFFICER AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, SUWANNEE COUNTY SCHOOL DISTRICT, 1740 OHIO AVE. S, LIVE OAK, FL 32064.**

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

16. Equal Opportunity and Affirmative Action. The parties affirm that they are each equal opportunity and affirmative action employers and shall each comply with all applicable federal, state, and local laws and regulations pertaining thereto.

17. Unauthorized Alien Labor. The parties shall each comply with all federal and state laws, including but not limited to section 448.095, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The parties must not knowingly employ unauthorized aliens and should such violation occur shall be cause for termination of the Agreement. The parties will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its new employees hired during the contract term, and will further include in all subcontracts for subcontractors performing work or providing services pursuant to this Agreement the requirement that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. The parties shall receive and retain an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. A party's knowing failure to comply with this subsection may result in termination of the Agreement.

18. Counterparts. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. If any signature is delivered by facsimile transmission or by e-mail delivery of a "PDF"

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format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or PDF signature page were an original thereof.

19. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from Member District.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

**THE SCHOOL BOARD OF  
SEMINOLE COUNTY, FLORIDA:**

By: \_\_\_\_\_  
Amy Pennock, Chairman

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

**ATTEST:**

By: \_\_\_\_\_  
Serita D. Beamon, Superintendent

**THE SCHOOL BOARD OF  
SUWANNEE COUNTY, FLORIDA:**

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

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

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

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

**ATTEST:**

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

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

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

**INFO ONLY****EXHIBIT A  
ECTAC TECHNICAL ASSISTANCE SERVICES**

The purpose of the East Coast Technical Assistance Center is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

The selective ESEA programs are:

1. Title I, Part A
2. Title I, Part C
3. Title I, Part D
4. Other grant funded programs as they interact with Title I.

The services include:

1. assisting member school districts in:
  - a. the development and implementation of Title I programs consistent with the requirements of The Elementary and Secondary Education Act (ESEA) and the related Florida State Statute.
  - b. the administration of Title I, and building the capacity of Title I district administrators and key staff in the understanding of appropriate laws, rules, regulations, guidance, policies, and best practices through periodic professional development meetings and activities.
  - c. the development and implementation of Title I plans, project applications, and amendments to include schoolwide, targeted assistance, nonpublic, migrant, neglected and delinquent, school improvement, and others as requested.
  - d. effectively utilizing Title I resources, and other resources in the school improvement process.
  - e. the implementation of effective instructional strategies and evidence-based best practices.
  - f. building capacity for the effective engagement of families in the education of their children.
  - g. identifying and recognizing high performing/high poverty schools for the purpose of networking and sharing effective practices across the state.
  - h. accessing other collaborative service providers, such as ESCORT, the Bureau of Federal Educational Programs, the Grants Management Office, other Bureaus and Offices at the Florida Department of Education (FLDOE), Florida Association of State and Federal Education Program Administrators (FASFEP), National Association of Federal Education Program Administrators (NAFEP), as well as other offices and organizations.
  - i. advocating for the needs of the Local Educational Agencies (LEAs).
  - j. other areas as necessary.
2. providing member meetings including professional development at least three (3) times per year. Services will be provided virtually if face-to-face meetings are not possible.
3. co-sponsoring two (2) forums per year with FASFEP.

## **INFO ONLY**

### **EXHIBIT B OPERATING PROCEDURES**

The name of the Center is the East Coast Technical Assistance Center (ECTAC). The Center may change its name by a simple majority vote of the membership.

#### **Purpose:**

The purpose of ECTAC is to:

- assist in closing the academic achievement gap in Florida by providing technical assistance to member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA) and
- maintain a network of school districts that collaborate on the implementation of selective ESEA programs.

#### **Members:**

Membership in ECTAC is open to school districts in Florida.

#### **Advisory Board:**

An Advisory Board guides the proper development, approval, and execution of the operation of ECTAC.

#### **Advisory Board Members:**

The Advisory Board is composed of five (5) administrators that are representative of small, medium, and large school districts comprising the organization. Board members receive no compensation for their services. The number of Board members may be increased by vote of the general membership but will never be less than five (5).

#### **Election and Term of Advisory Board Members:**

Election of Advisory Board members will occur prior to the first meeting of the fiscal year. Board members will be elected by a simple majority vote of the membership. The terms are for two (2) years.

Vacancies will be filled by simple majority vote of the membership for the unexpired term. A Board member elected to fill a vacancy will be elected for the unexpired term of his/her predecessor in office and will serve until his/her successor is elected.

A Board member may be removed by a simple majority vote of the membership, at any regularly scheduled or special meeting of the membership, whenever in its judgment the best interests of the organization would be served thereby.

A Board member may resign from the Board at any time by giving notice in writing to the Board at



## **INFO ONLY**

least thirty (30) days before such resignation. No acceptance of such resignation will be necessary to make it effective.

### **Quorum of the Advisory Board:**

A simple majority of the Advisory Board members constitutes a quorum for the transaction of business. The act of a simple majority of Advisory Board members present at a meeting at which a quorum is present will be the act of the Board. Each Advisory Board member will have one vote and no proxy will be allowed.

### **Meetings of the Board:**

An advisory board meeting will be held once a year at a time and location set by the Advisory Board, with additional meetings scheduled as needed. Minutes of the meetings are available upon request.

Action may be taken by the Advisory Board without a meeting if a simple majority of the Board members consent in writing through fax, mail, or by electronic mail to the action. Such actions will be filed with the Board minutes.

### **Absence of Board Members:**

Each Board member is expected to communicate in advance of all Board meetings stating whether or not he/she is able to attend or participate by conference telephone or other agreed-upon means of communication. Any Board member who is absent from three (3) successive Board meetings will be deemed to have resigned due to non-participation, and his/her position will be declared vacant, unless the Board affirmatively votes to retain that member.

### **Fiscal Year:**

The fiscal year of the organization will be aligned July 1 to June 30.

### **Fiscal Agent:**

The School Board of Seminole County, Florida, (SBSC) is the fiscal agent for ECTAC. All employees of ECTAC are employees of SBSC. The interview committees for vacant ECTAC positions will have representation from an ECTAC Member District.

Travel will be approved by the fiscal agent to ensure ECTAC staff travel to Member Districts as well as attend events, meetings, and/or conferences that will benefit the purpose of ECTAC.

SBSC assures that the operation of ECTAC will be excluded from any freeze on vacant positions or travel restrictions that might be imposed by SBSC due to budget shortfalls.

SBSC will charge the ECTAC budget an administrative fee equal to the SBSC approved indirect cost rate. Any additional administrative charges must be requested through and approved by the ECTAC Advisory Board. Other than the administrative fee described above, the ECTAC budget will be used solely for ECTAC purposes. ECTAC will provide an annual budget report to ECTAC Member Districts.

## **INFO ONLY**

### **Agreement:**

An agreement for ECTAC services will be executed annually with ECTAC Member Districts. The agreement will include attachments of the description of services and operating procedures.

### **Website:**

An ECTAC website will be established and maintained to provide school districts with information that will facilitate the implementation of Title I program services.

### **Representation in State and National Organizations, Committees, and Meetings:**

The ECTAC staff will represent ECTAC Member Districts in state and national organizations, committees, and meetings as appropriate.



**FLORIDA GATEWAY COLLEGE  
AND  
SUWANNEE COUNTY SCHOOL DISTRICT,  
OUT OF DISTRICT**

**2022 – 2023  
DUAL ENROLLMENT ARTICULATION AGREEMENT**

**SECTION I**

**WHEREAS**, Florida Gateway College, hereafter referred to as the **College**, and the out of district 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**, Chapters 1007.27 and 1007.271, Florida Statutes (2020), specifies that a variety of articulated acceleration mechanisms be available for secondary school students attending Florida public or non-public schools, and §§ 1001.64 – 1001.65, F. S., 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 who qualify 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.) career 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 § 1008.30, F. S., 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 §1008.44, 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. **Early College Program** allows admitted students to complete 60 credits of dual enrollment coursework, culminating in earning both a standard high school diploma as well as an Associate of Arts (AA) Degree upon the completion of four years of high school. This program is limited acceptance and students must meet specific criteria in order to be eligible to participate. Students commit to this program for the four years they are high school students.
- 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.
- f. **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**.
- g. **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 AS Degree in 2022 - 2023, 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 Director of Dual Enrollment and Career Services. Please refer to the Florida Department of Education web site for more information. The **College** Director of Dual Enrollment and Career Services 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 §§ 1007.27 and 1007.271, F. S., 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**, the district **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. The **High School** is responsible to review high school progression and may need to submit documentation to the **College** upon request.
- 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 as a standard student.
- k. Pursuant to §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 Director of Dual Enrollment and Career Services 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 §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. It is the student's responsibility to be informed 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 in a course will:

- *Repeat the failed course and only the failed course the next term*
- OR**
- *Need to sit out the next term and be required to repeat the course the following eligible term along with any other program related course work*

Any student earning a W in a course will:

- *Only take one course the next term*
- OR**
- *Need to sit out the next term and then return the following eligible term and resume with any program related course work*

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 'D', 'F' or 'W' in any course, Dual Enrollment eligibility will end. If a student makes the two in one term, eligibility for Dual Enrollment will end.* No late withdrawals will be accepted if they were not received in the Dual Enrollment office by the deadline stated in the Approved DE Academic Calendar, posted by the **College**.

- 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."

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*.

- p. 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 current electronic *FGC Student Handbook*.
- q. 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 **School 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 (math) 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. **Eligible test scores for all three (3) sections are required to participate in Dual Enrollment.**
  - d. meet with the high school guidance counselor or **Board** designee, complete the Dual Enrollment/Early College Application for Admission form, and be approved to enroll by the Director of Dual Enrollment and Career Services. Dates will be posted at High Schools and in the Approved DE Academic Calendar, posted by the **College**. Application forms must be approved prior to the published college deadlines.
  - e. complete Dual Enrollment/Early College registrations by the end of the Add/Drop period for each term as listed in the Approved DE Academic 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 (C.C.C.) 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. 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 Director of Dual Enrollment and Career Services.
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.
8. Students will be considered high school students for the purpose of student activities and student body privileges.
9. Dual Enrolled students may be issued a college I.D. and afforded all the privileges thereof.
10. If a student leaves your DE program/school, notify the DE office in writing as soon as possible as the student account will need to be changed. Written notification will be required to have the student continue 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** Director of Dual Enrollment and Career Services by the admissions application deadline in the Approved DE Academic Calendar posted 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 Director of Dual Enrollment and Career Services 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 and Career Services 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 Enrollment Services** 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.
  - 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 §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. **Beginning Summer 2021, summer enrollment for Dual Enrollment students will be limited to 2 courses.**
- 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, 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 § 1007.271, F.S.
    - 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 § 1007.271, F.S., 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.

## F. ENROLLMENT PROCEDURES

1. The Director of Enrollment Management and Director of Dual Enrollment and Career Services 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 College Application for Admission form by the dates listed above in Students Eligibility Criteria, B2(d).
4. All students must complete their registrations, with guidance counselor approval, for each term through their MyFGC accounts no later than the published dates in the **College** Academic Calendar.
5. Approval and acceptance of the Dual Enrollment registration by the high school representative will constitute recertification of the student's Dual Enrollment eligibility.
6. Students seeking academic modifications due to a disability are required to register with the Accessibility Services Office (ASO). They should make an appointment to meet with the **College** Director of Testing and Accessibility Services and provide recent, relevant and comprehensive documentation from an appropriate health care provider or professional. While an Individualized Educational Plan (IEP) may be provided, the IEP and the 504 Plan are not generally considered adequate documentation, services may be provided to support 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 course report will be provided to the high schools for textbook review.

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 to enroll in college credit courses in curriculum areas precluded by the deficiency. **Eligible test scores for all three (3) sections are required to participate in Dual Enrollment starting Fall 2020.**
9. Students making any schedule changes must have approval by the high school counselor and the **College** Director of Dual Enrollment and Career Services. The student must return any books for courses they are not registered in 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 Academic 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 should 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. Therefore, since students may or may not be automatically dropped, it would be in the student's best interest to be responsible for initiating the withdrawal action. Notification of any dual enrollment student dropped by Enrollment Services Office will be sent to the Director of Dual Enrollment and Career Services, who will then notify the high school guidance counselor immediately. Any student not dropped or 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.
12. 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** Enrollment Services 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 and Career Services. 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 their official High School transcripts have been received and reviewed.

13. Students must conform to all Dual Enrollment policies and procedures established by their high schools. All statutory requirements must be met prior to any student continuing in the program. SLS 1501 is a General Education social science course required for all students earning an AA degree. This course must be taken within a student's first year in the Dual Enrollment Program.

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.

#### **H. 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** Director of Dual Enrollment and Career Services.
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, F.S.
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 via the Vice President.

(See Appendix Three for 2022 – 2023 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 &amp; 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 the **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 Accessibility Services Office (386-754-4219) prior to making a testing appointment.
2. students should schedule testing through FGC Test Center webpage. Test dates for the current term can be found on the DE webpage.
3. provide documentation needed for testing in the **College** test center.
4. Provide Test Voucher from the Guidance Office

**B. 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 and obtain a Test Voucher. If the student elects to take the TABE test at the **College**, they will be required to obtain a Test Voucher from the guidance office certifying they are eligible to test at the **College**. Students are permitted to test two times per term for eligibility.

P.E.R.T. records and test scores are considered confidential educational records under § 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

**SECTION VI**

**EFFECTIVE DATE**

This resolution and the policies and allocation of responsibility shall be effective upon being signed by the District **School Board**, the **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 2022 – 2023 academic school year.

This agreement will be in effect from July 1, 2022 to June 30, 2023 and may be renewed annually upon mutual written consent of both parties.

**IN WITNESS WHEREOF**, the out of district **School Board** of Suwannee County, the **Superintendent** of the Suwannee County School District, and the District Board of Trustees of the **College** have adopted this Agreement and caused it to be executed in accordance with §§1001.64-1001.65, F. S., Dual Enrollment Articulation Agreements.

\_\_\_\_\_  
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"

## 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 §1008.44, F.S., 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. More information can be found at Florida Department of Education, Career Dual Enrollment.

### 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

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

### DUAL ENROLLMENT APPROVED PROGRAMS

The DE Approved Programs of Study are:

**Associate in Arts (A.A.):** Freshman and sophomore years of a four-year bachelor degree comprised of general education and elective courses. Intended for students wishing to transfer to an upper division college.

Program	Credits	Program Code	Separate Program App
Associate in Arts, A.A.	60	AAGS	-

**Health Sciences – Limited Access Programs:** These areas of focus allow for application into a limited access health sciences program. Please check the catalog for specific program information.

Pre-requisites for the following AS programs may be completed within the DE program when declared as an AA student.	Credits	Program Code	Separate Program App
AA – Health Sciences / Emergency Medical Services A.S.	73	AAEM	Yes
AA – Health Sciences / LPN to RN Bridge Fast-Track A.S.	72	AAFD	Yes
AA – Health Sciences / LPN to RN Bridge Traditional A.S.	72	AATD	Yes
AA – Health Sciences / Physical Therapist Assistant A.S.	74	AAPT	Yes
AA – Health Sciences / Registered Nursing A.S.	72	AARN	Yes

**Associate in Science (A.S.):** Two-year degree designed for students to enter careers in business, health, technical, industrial or public service fields. Some A.S. programs also transfer to colleges and universities for further degree opportunities.

Program	Credits	Program Code	Separate Program App
Biotechnology A.S. ( <i>partnership with SFC</i> )	42	BIOT	-
Business Administration A.S.	60	BAVM	-
Computer Information Technology A.S.	60	CITN	-
Computer Programming and Analysis A.S.	60	CPVM	-
Criminal Justice Technology A.S.	60	CRJL	-
Digital Media and Design A.S.	60	DMDA	-
Early Childhood Education A.S.	60	EECE	-
Environmental Science Technology A.S.	60	ENST	-
Health Information Technology A.S.	70	HIMT	-
Respiratory Care A.S. ( <i>partnership with SFC</i> )	19	RCTT	-
Veterinary Technology A.S. ( <i>partnership with SPC</i> )	22	VETT	-

**Applied Technology Diploma (A.T.D.):** Occupational training programs that lead to employment in a specific career fields and transfers to an A.S. degree.

Program	Credits	Program Code	Separate Program App.
Medical Coder/Biller A.T.D.	37	MCDG	-

**College Credit Certificate:** Programs that are generally one year or less and designed for students wishing to quickly transition from education into work.

Program	Credits	Program Code	Separate Program App.
Accounting Technology	28	ACGC	-
Business Management	25	SBMD	-
Child Care Center Management	12	CCCM	-
Computer Office Specialist with Programming	18	COSP	-
Computer Support Specialist with Programming	33	CSSP	-
Emergency Medical Technician – Basic	12	EMBD	Yes
Horticulture	18	HORT	-
Network Infrastructure	21	CSNI	-
Paramedic	42	PARD	Yes
Video Game Design	24	CGAC	-
Water Quality Technician	12	WQTC	-

**Occupational Certificate:** Clock hour programs that lead to professional licenses or certifications.

Program	Age Restriction	Credits	Program Code	Separate Program App.	High School Required
Commercial Heating and Air Conditioning Tech	16	45	ACRV	-	-
Firefighter Minimum Standards	18	14.6	FIRF	Yes	Yes
Welding Technology	16	35	WTVC	-	-



## 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:**

*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:

PROGRAM	CODE	Score Requirement			Level
		READ	MATH	LANG	
Air Conditioning & Heating Technology	ACRV	576	627	584	D
Welding Technology Basic Welding Technology Advanced	WTVC AWTC	576	596	584	D
Firefighter / EMT	FFEA	597	627	608	A

### APPENDIX THREE

During the 2022 – 2023 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.
- 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 Southern Association of Colleges and Schools 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.

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 Director of Testing and Accessibility Services, at (386) 754-4215. The Accessibility Services Office is located in Building 007, 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, ethnicity, national origin, gender, religion, disability, age, marital status, genetic information, sexual orientation, pregnancy, or any other legally protected status in accordance with the law. The equity officer is Cassandra Buckles, Executive Director of Human Resources, 149 SE College Place, Lake City, FL 32025, and may be reached at (386) 754-4313.

FGC is an Equal Access/Equal Opportunity Institution.



**FLORIDA GATEWAY COLLEGE  
AND  
SUWANNEE COUNTY SCHOOL DISTRICT,  
OUT OF DISTRICT**

**2022 – 2023**

**DUAL ENROLLMENT ARTICULATION AGREEMENT**

**SECTION I**

**WHEREAS**, Florida Gateway College, hereafter referred to as the **College**, and the out of district 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**, Chapters 1007.27 and 1007.271, Florida Statutes (2020), specifies that a variety of articulated acceleration mechanisms be available for secondary school students attending Florida public or non-public schools, and §§ 1001.64 – 1001.65, F. S., 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 who qualify 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.) career 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 § 1008.30, F. S., 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 §1008.44, 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. **Early College Program** allows admitted students to complete 60 credits of dual enrollment coursework, culminating in earning both a standard high school diploma as well as an Associate of Arts (AA) Degree upon the completion of four years of high school. This program is limited acceptance and students must meet specific criteria in order to be eligible to participate. Students commit to this program for the four years they are high school students.
- 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.
- f. **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**.
- g. **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 AS Degree in 2022 - 2023, 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 Director of Dual Enrollment and Career Services. Please refer to the Florida Department of Education web site for more information. The **College** Director of Dual Enrollment and Career Services 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 §§ 1007.27 and 1007.271, F. S., 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**, the district **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. The **High School** is responsible to review high school progression and may need to submit documentation to the **College** upon request.
- 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 as a standard student.
- k. Pursuant to §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 Director of Dual Enrollment and Career Services 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 §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. It is the student's responsibility to be informed 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 in a course will:

- *Repeat the failed course and only the failed course the next term*  
**OR**
- *Need to sit out the next term and be required to repeat the course the following eligible term along with any other program related course work*

Any student earning a W in a course will:

- *Only take one course the next term*  
**OR**
- *Need to sit out the next term and then return the following eligible term and resume with any program related course work*

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 ‘D’, ‘F’ or ‘W’ in any course, Dual Enrollment eligibility will end. If a student makes the two in one term, eligibility for Dual Enrollment will end.*** No late withdrawals will be accepted if they were not received in the Dual Enrollment office by the deadline stated in the Approved DE Academic Calendar, posted by the **College**.

- 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.”

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*.

- p. 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 current electronic *FGC Student Handbook*.
- q. 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 **School 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 (math) 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. **Eligible test scores for all three (3) sections are required to participate in Dual Enrollment.**
  - d. meet with the high school guidance counselor or **Board** designee, complete the Dual Enrollment/Early College Application for Admission form, and be approved to enroll by the Director of Dual Enrollment and Career Services. Dates will be posted at High Schools and in the Approved DE Academic Calendar, posted by the **College**. Application forms must be approved prior to the published college deadlines.
  - e. complete Dual Enrollment/Early College registrations by the end of the Add/Drop period for each term as listed in the Approved DE Academic 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 (C.C.C.) 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. 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 Director of Dual Enrollment and Career Services.
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.
8. Students will be considered high school students for the purpose of student activities and student body privileges.
9. Dual Enrolled students may be issued a college I.D. and afforded all the privileges thereof.
10. If a student leaves your DE program/school, notify the DE office in writing as soon as possible as the student account will need to be changed. Written notification will be required to have the student continue 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** Director of Dual Enrollment and Career Services by the admissions application deadline in the Approved DE Academic Calendar posted 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 Director of Dual Enrollment and Career Services 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 and Career Services 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 Enrollment Services** 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.
  - 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 §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. **Beginning Summer 2021, summer enrollment for Dual Enrollment students will be limited to 2 courses.**
- 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 § 1007.271, F.S.
    - 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 § 1007.271, F.S., 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.

#### **F. ENROLLMENT PROCEDURES**

1. The Director of Enrollment Management and Director of Dual Enrollment and Career Services 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 College Application for Admission form by the dates listed above in Students Eligibility Criteria, B2(d).
4. All students must complete their registrations, with guidance counselor approval, for each term through their MyFGC accounts no later than the published dates in the **College** Academic Calendar.
5. Approval and acceptance of the Dual Enrollment registration by the high school representative will constitute recertification of the student's Dual Enrollment eligibility.
6. Students seeking academic modifications due to a disability are required to register with the Accessibility Services Office (ASO). They should make an appointment to meet with the **College** Director of Testing and Accessibility Services and provide recent, relevant and comprehensive documentation from an appropriate health care provider or professional. While an Individualized Educational Plan (IEP) may be provided, the IEP and the 504 Plan are not generally considered adequate documentation, services may be provided to support 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 course report will be provided to the high schools for textbook review.

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 to enroll in college credit courses in curriculum areas precluded by the deficiency. **Eligible test scores for all three (3) sections are required to participate in Dual Enrollment starting Fall 2020.**
9. Students making any schedule changes must have approval by the high school counselor and the **College** Director of Dual Enrollment and Career Services. The student must return any books for courses they are not registered in 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 Academic 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 should 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. Therefore, since students may or may not be automatically dropped, it would be in the student's best interest to be responsible for initiating the withdrawal action. Notification of any dual enrollment student dropped by Enrollment Services Office will be sent to the Director of Dual Enrollment and Career Services, who will then notify the high school guidance counselor immediately. Any student not dropped or 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.
12. 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** Enrollment Services 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 and Career Services. 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 their official High School transcripts have been received and reviewed.

13. Students must conform to all Dual Enrollment policies and procedures established by their high schools. All statutory requirements must be met prior to any student continuing in the program. SLS 1501 is a General Education social science course required for all students earning an AA degree. This course must be taken within a student's first year in the Dual Enrollment Program.
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.

#### **H. 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** Director of Dual Enrollment and Career Services.
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, F.S.
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 via the Vice President.

(See Appendix Three for 2022 – 2023 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 the **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 Accessibility Services Office (386-754-4219) prior to making a testing appointment.
2. students should schedule testing through FGC Test Center webpage. Test dates for the current term can be found on the DE webpage.
3. provide documentation needed for testing in the **College** test center.
4. Provide Test Voucher from the Guidance Office

**B. 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 and obtain a Test Voucher. If the student elects to take the TABE test at the **College**, they will be required to obtain a Test Voucher from the guidance office certifying they are eligible to test at the **College**. Students are permitted to test two times per term for eligibility.

P.E.R.T. records and test scores are considered confidential educational records under § 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

**SECTION VI****EFFECTIVE DATE**

This resolution and the policies and allocation of responsibility shall be effective upon being signed by the **District School Board**, the **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 2022 – 2023 academic school year.

This agreement will be in effect from July 1, 2022 to June 30, 2023 and may be renewed annually upon mutual written consent of both parties.

**IN WITNESS WHEREOF**, the out of district **School Board** of Suwannee County, the **Superintendent** of the Suwannee County School District, and the District Board of Trustees of the **College** have adopted this Agreement and caused it to be executed in accordance with §§1001.64-1001.65, F. S., Dual Enrollment Articulation Agreements.

\_\_\_\_\_  
Date

\_\_\_\_\_  
**President, Florida Gateway College**

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Superintendent, Suwannee County School District**

**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 §1008.44, F.S., 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. More information can be found at Florida Department of Education, Career Dual Enrollment.

**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**

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

**DUAL ENROLLMENT APPROVED PROGRAMS**

The DE Approved Programs of Study are:

**Associate in Arts (A.A.):** Freshman and sophomore years of a four-year bachelor degree comprised of general education and elective courses. Intended for students wishing to transfer to an upper division college.

Program	Credits	Program Code	Separate Program App
Associate in Arts, A.A.	60	AAGS	-

**Health Sciences – Limited Access Programs:** These areas of focus allow for application into a limited access health sciences program. Please check the catalog for specific program information.

Pre-requisites for the following AS programs may be completed within the DE program when declared as an AA student.	Credits	Program Code	Separate Program App
AA – Health Sciences / Emergency Medical Services A.S.	73	AAEM	Yes
AA – Health Sciences / LPN to RN Bridge Fast-Track A.S.	72	AAFD	Yes
AA – Health Sciences / LPN to RN Bridge Traditional A.S.	72	AATD	Yes
AA – Health Sciences / Physical Therapist Assistant A.S.	74	AAPT	Yes
AA – Health Sciences / Registered Nursing A.S.	72	AARN	Yes

**Associate in Science (A.S.):** Two-year degree designed for students to enter careers in business, health, technical, industrial or public service fields. Some A.S. programs also transfer to colleges and universities for further degree opportunities.

Program	Credits	Program Code	Separate Program App
Biotechnology A.S. ( <i>partnership with SFC</i> )	42	BIOT	-
Business Administration A.S.	60	BAVM	-
Computer Information Technology A.S.	60	CITN	-
Computer Programming and Analysis A.S.	60	CPVM	-
Criminal Justice Technology A.S.	60	CRJL	-
Digital Media and Design A.S.	60	DMDA	-
Early Childhood Education A.S.	60	EECE	-
Environmental Science Technology A.S.	60	ENST	-
Health Information Technology A.S.	70	HIMT	-
Respiratory Care A.S. ( <i>partnership with SFC</i> )	19	RCTT	-
Veterinary Technology A.S. ( <i>partnership with SPC</i> )	22	VETT	-

**Applied Technology Diploma (A.T.D.):** Occupational training programs that lead to employment in a specific career fields and transfers to an A.S. degree.

Program	Credits	Program Code	Separate Program App
Medical Coder/Biller A.T.D.	37	MCDG	-

**College Credit Certificate:** Programs that are generally one year or less and designed for students wishing to quickly transition from education into work.

Program	Credits	Program Code	Separate Program App
Accounting Technology	28	ACGC	-
Business Management	25	SBMD	-
Child Care Center Management	12	CCCM	-
Computer Office Specialist with Programming	18	COSP	-
Computer Support Specialist with Programming	33	CSSP	-
Emergency Medical Technician – Basic	12	EMBD	Yes
Horticulture	18	HORT	-
Network Infrastructure	21	CSNI	-
Paramedic	42	PARD	Yes
Video Game Design	24	CGAC	-
Water Quality Technician	12	WQTC	-

**Occupational Certificate:** Clock hour programs that lead to professional licenses or certifications.

Program	Age Restriction	Credits	Program Code	Separate Program App	High School Required
Commercial Heating and Air Conditioning Tech	16	45	ACRV	-	-
Firefighter Minimum Standards	18	14.6	FIRF	Yes	Yes
Welding Technology	16	35	WTVC	-	-



**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:**

*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:

PROGRAM	CODE	Score Requirement			Level
		READ	MATH	LANG	
Air Conditioning & Heating Technology	ACRV	576	627	584	D
Welding Technology Basic Welding Technology Advanced	WTVC AWTC	576	596	584	D
Firefighter / EMT	FFEA	597	627	608	A

**APPENDIX THREE**

During the 2022 – 2023 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.
- 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 Southern Association of Colleges and Schools 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.

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 Director of Testing and Accessibility Services, at (386) 754-4215. The Accessibility Services Office is located in Building 007, 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, ethnicity, national origin, gender, religion, disability, age, marital status, genetic information, sexual orientation, pregnancy, or any other legally protected status in accordance with the law. The equity officer is Cassandra Buckles, Executive Director of Human Resources, 149 SE College Place, Lake City, FL 32025, and may be reached at (386) 754-4313.

FGC is an Equal Access/Equal Opportunity Institution.



## VIRTUAL SCHOOL SERVICES AGREEMENT

This Agreement for services ("Agreement") made and entered into by and between Imagine Learning LLC (hereafter "**PROVIDER**" or "**Imagine Learning**") having principal offices at 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ, 85250; and the **Suwannee County School District** (hereinafter "**CLIENT**"), having principal offices at 1740 Ohio Ave, Live Oak, Florida, 32064.

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

The parties by their authorized representatives have entered into this Agreement as of the July 1st, 2022 (the "Effective Date").

CLIENT and PROVIDER agree to the Description of Work contained in Attachment A (Description of Work); Attachment B (Payment Terms and Conditions); Attachment C (Detailed Curriculum Plan) and Attachment D (Standard Terms and Conditions).

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

### TERM

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

Imagine Learning provides both state and nationally aligned courses and is also a state of Florida approved Virtual Instruction Provider ("**VIRTUAL INSTRUCTION PROVIDER**"). Through this VIRTUAL SCHOOL SERVICES AGREEMENT, Imagine Learning offers the CLIENT, the platform, support and flexibility to provide a wide selection of course offerings for students. This VIRTUAL SCHOOL SERVICES AGREEMENT is offered for use with both the CLIENT's teachers ("Partner Teachers") and/or the PROVIDER's teachers ("Imagine Learning Teachers").

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement effective as of the Effective Date.

<b>CUSTOMER:</b> Suwannee Co. School Board	<b>IMAGINE LEARNING</b>
Signature:	Signature:
Printed Name: Ted L. Roush	Printed Name:
Title: Superintendent of Schools	Title:
Date:	Date:
Address: 1740 Ohio Ave. South Live Oak, FL 32064	Address: 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250

Chairperson, Suwannee County School Board  
 imagine learning

"Approved as to Form and Sufficiency  
 BY imaginelearning.com | 877.725.4257  
 Leonard J. Dietzen, III  
 Rumberger, Kirk & Caldwell, P.A.  
 Suwannee School Board Attorney"



## ATTACHMENT A

## Description of Work

As more fully set forth in Attachment B, the PROVIDER is to assist in the operation of a K-12 virtual school that provides a free-to-students, 180-day, or more, online instructional program to eligible students during the 2022-2023 school year. The PROVIDER is to provide each school/district and its staff with the necessary platform, online courses, and support for successful operation of their virtual school. If, and when any instructional staff is provided by PROVIDER, for the delivery of online courses, instructional staff must be highly qualified as identified by ESSA standards and hold a valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. The PROVIDER will ensure all employees and contracted personnel undergo background screening as required by F.S.1012.32, Florida Statutes, using state and national criminal history records and will provide a list of instructional employees to the CLIENT for verification of compliance according to the PROVIDER's standard procedures. If additional background checks are required by CLIENT, CLIENT will so state in writing to PROVIDER. PROVIDER will provide information as requested by Client Liaison regarding monitoring. All curriculum and course content used will align to the Florida Standards. The PROVIDER agrees to comply with any student progression plan, student calendar and other standard policies to support a virtual program in compliance with applicable Florida Statutes except as described in the Virtual Instruction Provider's Standard Terms and Conditions incorporated herein. As required in F.S.1002.45, a detailed curriculum plan (available online courses) is provided in Attachment C. The PROVIDER will establish a standard schedule for providing data for required state reporting that enables timely submission to the Department of Education. Using the data provided to PROVIDER by CLIENT, PROVIDER will use commercially reasonable efforts to provide timely, accurate and complete education data. While the education data is under the control of the PROVIDER, PROVIDER will use commercially reasonable security measures and controls as required by FERPA. Further roles of the Client shall include:

1. Manage the enrollment process, including communications with students and parents, regarding the enrollment process.
2. Notify, communicate, and/or provide, support services consistent with the legal requirements for students with special needs. These special needs could be seen in an IEP, including a 504, be an English Language Learner (ELL) or others as mutually identified.
3. Client (i) must keep its passwords secure and confidential; (ii) is solely responsible for its Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Provider promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's written technical guides and applicable law. Client may allow authorized third parties to access the Service in compliance with the terms of this Agreement, so long as the access is for the sole benefit of Client. Client is responsible for compliance by such Client authorized third parties with this Agreement.
4. Accept standard publications of the PROVIDER for all compliance and documentation purposes (i.e., program guide for information and data about the curriculum, student handbook



## **Virtual Services Agreement**

for school policies and procedures and hours of personnel availability, state reporting for certification status and physical location of personnel, monthly school report for student-teacher ratios, teacher load limits, state data submissions and state report cards for completion, promotion, and other accountability outcomes).

5. Provide the PROVIDER with student data so the provider can meet Florida Department of Education reporting requirements to include gender, grade, ethnicity, ELL status, special education, FSA, ELA and math assessment results, EOC data, and graduation data or other data as requested.

6. Pay the VIRTUAL INSTRUCTION PROVIDER in accordance with Attachment B.



## ATTACHMENT B

## PAYMENT TERMS and CONDITIONS

- I. PROVIDER shall provide the Curriculum and/or Instructional Services identified in the Payment Terms and Conditions pricing table (the "Deliverables").
- II. PROVIDER will commit its teachers to a student-teacher ratio which is one teacher per 50 students for grades K-5, one teacher per 65 students for grades 6 - 8 and one teacher per 200 students for grades 9 -12.
- III. The PROVIDER further warrants that as to each Deliverable produced pursuant to this Contract, PROVIDER's production of the Deliverable and the CLIENT'S use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision, the PROVIDER warrants that:
  - a. As to each work of software or other "information technology" as identified in s. 287.0041(11), Florida Statutes, in which copyrights subsist, the PROVIDER has acquired the rights by conveyance or license to any third-party software or other information technology, which was used to produce the Deliverables.
  - b. As to each image and sound recording incorporated into a Deliverable, the PROVIDER has acquired the necessary rights, releases and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audio-visual, work or sound recording from which the included image or sound was taken.
- IV. If there is a modification to the rules and regulations approved by the Florida Board of Education in contradiction to the terms outlined in this contract, the Parties will amend the contract as necessary to bring the contract into accord with the rules and regulations so long as such change does not materially change the Deliverables as currently defined.
- V. PROVIDER will implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by Title 20, Section 1232g, United State Code, The Family Educational Right and Privacy Act (FERPA), in order to maintain the confidentiality of student/education records.
- VI. PROVIDER has filed for or is the owner of various trademarks and logos. The CLIENT will be granted the use of such logos and trademarks in connection with its virtual school offering but



## Virtual Services Agreement

use of such trademark and logos shall be used only in connection with those services provided under this contract.

**VII.** PROVIDER will maintain and keep in force Worker's Compensation, Liability and Property Damage Insurance to protect it from claims under worker's compensation claims for personal injury, including death, and claims for damages to any property of the CLIENT, or of the public, which may arise from operations under this Agreement, whether such operations be by PROVIDER, or by any subcontractor or anyone directly or indirectly employed by PROVIDER.

**VIII.** In no event will the CLIENT or CLIENT's members, CLIENT officers, employees, or agents be responsible or liable for the debts, acts or omissions of the PROVIDER, its officers, employees, or agents. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.

**IX. Method for Conflict Resolution** - Any dispute concerning performance of the contract shall be decided by the CLIENT's designated contract manager, who shall reduce the decision to writing and serve a copy to the PROVIDER. The decision shall be CLIENT's final decision unless within ten (10) days from the date of receipt, the PROVIDER files a petition with the CLIENT for administrative hearing pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the PROVIDER's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

**X.** After exhaustion of administrative remedies or for any claim not cognizable under Chapter 120, Florida Statutes, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state or federal court with jurisdiction over Suwannee County, Florida; in any such action, Florida law shall apply, and the parties waive any right to jury trial.

**XI. TERMINATION** - This contract may only be terminated before its expiration as follows: a) both Parties agree in writing to the termination; or b) if either Party materially breaches the contract, and fail to cure such breach within ninety (90) days following written notification of such breach from the other Party, the non-breaching Party may elect to terminate.

**XII. DEBT RESPONSIBILITY** - As required by Florida Statute, the Virtual Instruction Program is responsible for all debts for CLIENT's virtual instruction program that arise out of the VIRTUAL INSTRUCTION PROVIDER's performance of this contract if the contract is not renewed or is terminated. This does not excuse the CLIENT from paying any obligations incurred resulting from

**Virtual Services Agreement**

this contract, or from the payment of any debts incurred under this contract for lawful termination.

**XIII.** PROVIDER is required to comply with all requirements of Section 1002.45, Florida Statutes and will comply with disclosure requirements adopted in rule by the Florida Board of Education.

**XIV. PUBLIC RECORD** - CLIENT agrees that all Imagine Learning Confidential Information, as defined below, is a trade secret, as defined in Section 812.081, Fla. Stat., and is therefore exempt from disclosure as public records under Chapter 119, Florida Statutes. CLIENT agrees to take all commercially- reasonable steps necessary to prevent unauthorized disclosure of Imagine Learning's Confidential Information and Confidential Materials, as defined below. Such steps shall include without limitation, CLIENT'S agreement to promptly notify Imagine Learning of any public records request that, if fulfilled, would result in disclosure of any of Imagine Learning's Confidential Information. CLIENT'S notification will occur before releasing such Confidential Information and in sufficient time to allow forum, or tribunal. Imagine Learning will be solely responsible for the legal defense and cost of asserting the exemption(s) in any proceeding in which the exemption(s) is contested. CLIENT agrees that Imagine Learning has taken all necessary measures to prevent disclosure to unauthorized persons of Imagine Learning's Confidential Information in CLIENT'S possession and that no further warning or labeling is necessary.

"Confidential Information " means any information relative to Imagine Learning, its business, or its operations, that is clearly marked "confidential" or "proprietary", or that ought to be treated as confidential under the circumstances surrounding the disclosure, provided that Confidential Information shall not include information that: (i) at the time of disclosure, or thereafter, becomes publicly known through means other than a party's breach of this Agreement; (ii) was known to the CLIENT as of the time of its disclosure without any obligation of confidentiality, the proof of such knowledge to be the burden of the CLIENT; (iii) was independently developed by the CLIENT without the use of any of the Imagine Learning's Confidential Information; (iv) was subsequently learned from a third party not under a confidentiality obligation to Imagine Learning or any other party; or (v) is public record pursuant to applicable state law. "Confidential Materials" means all tangible materials containing Confidential Information, including written or printed documents and computer disks or tapes, whether machine or use readable. Imagine Learning's Confidential Information includes the contents of any Imagine Learning Licensed Content, the Software, the Documentation, the Deliverables, Copyright Materials, and other Trade Secret Materials.

**XV. JESSICA LUNSFORD ACT** - Imagine Learning and its employees are contractors as defined in Sections 1012.467(1)(a), Fla. Stat., and 1012.468(1), Fla. Stat. Imagine Learning and its employees will comply with Sections 1012.465, Fla. Stat., and 1012.467, Fla. Stat., in accordance with Section XVIIM. of the Standard Terms.





**Virtual Services Agreement**

**XVI. SOVEREIGN IMMUNITY** - The parties acknowledge and agree that Client is an agency of the State of Florida for purposes of sovereign immunity and immune from suit except to the extent such immunity has been waived by the state.

**XVII. EQUAL OPPORTUNITY** - Imagine Learning shall comply with all federal and state laws prohibiting discrimination, including the Florida Civil Rights Act of 1992 and the Florida Educational Equity Act. CLIENT acknowledges that CLIENT and not Imagine Learning decide which students are allowed use of Imagine Learning's Licensed Content.

**XVIII. FLORIDA ETHICS LAWS** - Imagine Learning will comply with all applicable provisions contained in Chapter 112, F.S. None of CLIENT'S employees or board members has a material interest (as defined in Section 11 2.312(15), Fla. Stat.) in Imagine Learning.

**XIX. SALES TAX EXEMPTION** - Except to the extent CLIENT provides Imagine Learning with a valid Form DR-14, Consumer's Certificate of Exemption pursuant to Section 212.08, Fla. Stat., Imagine Learning will invoice CLIENT for and CLIENT agrees to promptly pay any sales tax levied by the State of Florida in connection with this Agreement.

**XX. FIREARMS** - Imagine Learning's employees will not bring a firearm or prohibited weapon onto CLIENT'S property.

**XXI. AUDIT** - Client may audit Imagine Learning under this Agreement for compliance matters upon reasonable written notice to Imagine Learning. Any such audit will be conducted under normal business hours and days of operation.

**XXII. PUBLIC AGENCY CONTRACTS** - To the extent that Imagine Learning meets the definition of "contractor" under Section 119.0701 under Florida Statutes, in addition to other contract requirements provided by law, Imagine Learning must comply with public record laws, including the following provisions of Section 119 .0701. Florida Statutes:

- a. Keep and maintain public records required by the School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School Board 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, F.S., or as otherwise provided by law.



## Virtual Services Agreement

- 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. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Imagine Learning or keep and maintain public records required by the School Board to perform the service. If Imagine Learning transfers all public records to the School Board upon completion of the contract. Imagine Learning shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Imagine Learning keeps and maintains public records upon completion of the contract. Imagine Learning shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e. IF IMAGINE LEARNING HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTACT FOR THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS:

NAME: Vickie DePratter

PHONE: 386-647-4609

EMAIL: vickie.depratter@suwannee.k12.fl.us

ADDRESS: 1740 Ohio Avenue South, Live Oak, FL 32064

- f. Imagine Learning acknowledges that the School Board cannot and will not provide legal advice or business advice to Imagine Learning with respect to its obligations pursuant to this section related to public records. Imagine Learning further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice and that it has been advised to seek professional advice regarding public records matters addressed by this agreement. Imagine Learning acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.



## Virtual Services Agreement

**ATTACHMENT B (CONT.)  
PAYMENT TERMS and CONDITIONS**

<b>REPORTING</b>		
<b>Implementation</b>	<b>School of Enrollment</b>	<b>Teacher of Record School of Instruction</b>
<b>Partner (aka Franchise)</b>	District Public, Charter School, or District Virtual School	District Virtual School
<b>Flex (aka Part-Time)</b>	District Public, Charter School, or District Virtual School	Imagine Learning
<b>Full-Time</b>	7001 (District Student)	7001
	N998 (Home School Student)	

<b>PRICING</b>		
<b>PARTNER</b>		
<b>Item</b>	<b>Description</b>	<b>Course Fee</b>
K-5*	Semester course and hosting	\$65
6-12 (Tier I)	Semester course and hosting	\$45
6-12 (Tier II)	Semester course and hosting (Third Party Courses)	\$85

<b>PRICING</b>		
<b>FLEX</b>		
<b>Item</b>	<b>Description</b>	<b>Cost</b>
Elementary*	Semester course, hosting and instruction	\$275
Middle School	Semester course, hosting and instruction	\$225
High School	Semester course, hosting and instruction	\$225
High School (AP)*	Semester course, hosting and instruction (Advanced Placement)	\$325

\*Semester workbooks may be ordered for \$25 each per subject, per semester course.

\*\*AP books will be sent to the student after they reach the required completion threshold. When available, books are sent in digital format.

\*\*\*Instructional Services Professional Development quoted and sold separately.

**Grace Period: K-5 = 14 Days, 6-12 = 28 Days**

Partner enrollments marked "Drop-Grace" within the grace period will not be charged. Partner enrollments past the grace period will be charged in full. Enrollments with Imagine Learning Instructional Services marked "Drop-Grace" within the grace period will not be charged. Enrollments with Imagine Learning Instructional Services after the grace period (other than "successfully completed" enrollments) shall be charged the course fee.

**Billing Roster and Invoice**

Imagine Learning will send the billing roster to district administrators twice each year, typically coinciding with the end of each semester. These billing rosters will reflect charges for both successful completions and any course fees. The district administration has seven (7) days after receiving the billing roster for any edit request or to approve the billing roster.



## Virtual Services Agreement

Imagine Learning will send three invoices each school year for students enrolled in the Full-Time school.

Initial billing is for each student's associated CMO (Course, Materials, Onboarding) fee. Subsequent invoices are for any successfully completed enrollments. These invoices try and capture these enrollments for the Fall and Spring semesters.



### ATTACHMENT C CURRICULUM PLAN

#### ENGLISH (6-12)

Florida Course Code	Course Title
1000010	M/J Intensive Reading
1001010	M/J Language Arts 1
1001020	Advanced M/J Language Arts 1
1001040	M/J Language Arts 2
1001050	Advanced M/J Language Arts 2
1001070	M/J Language Arts 3
1001080	Advanced M/J Language Arts 3
1006000	M/J Journalism 1A
1006000	M/J Journalism 1B
1008010	M/J Reading 1
1000410	Intensive Reading
1001310	English 1
1001320	English Honors 1
1001340	English 2
1001350	English Honors 2
1001370	English 3
1001380	English Honors 3
1001400	English 4
1001405	English 4: Florida College Prep
1001410	English Honors 4
1001420	AP English Language & Composition
1001430	AP English Literature & Composition
1007300	Speech 1A
1007300	Speech 1B



## Virtual Services Agreement

1008350	Reading for College Success*
1009300	Writing 1*
1009320	Creative Writing 1*
1009370	Writing for College Success*

*Denotes Tier II Course*

*\* Denotes One-semester course*



**ATTACHMENT C  
CURRICULUM PLAN (cont.)**

**Math (6-12)**

Florida Course Code	Course Title
1204000	M/J Intensive Math
1205010	M/J Grade 6 Mathematics
1205020	M/J Accelerated Mathematics Grade 6
1205040	M/J Grade 7 Mathematics
1205050	M/J Accelerated Mathematics Grade 7
1205070	M/J Grade 8 Pre-Algebra
1200310	Algebra 1
1200320	Algebra I Honors
1200330	Algebra 2
1200340	Algebra 2 Honors
1200370	Algebra 1-A
1200380	Algebra 1-B
1200400	Intensive Mathematics
1200410	Mathematics for College Success*
1200700	Math for College Readiness
1201300	Mathematical Analysis Honors*
1201315	Analysis of Functions Honors*
1202310	AP Calculus AB
1202340	Precalculus Honors
1206300	Informal Geometry
1206310	Geometry
1206320	Geometry Honors
1207300	Liberal Arts Math 1
1207310	Liberal Arts Math 2



## Virtual Services Agreement

1210300	Probability and Statistics with Applications Honor
1210320	AP Statistics
1211300	Trigonometry Honors*
1298310	Advanced Topics in Mathematics

*Denotes Tier II Course*

*\* Denotes One-semester course*





**ATTACHMENT C  
CURRICULUM PLAN (cont.)**

**SCIENCE (6-12)**

Florida Course Code	Course Title
2000010	M/J Life Science
2001010	M/J Earth/Space Science
2002040	M/J Comprehensive Science 1
2002050	M/J Comprehensive Science 1 Advanced
2002070	M/J Comprehensive Science 2
2002080	M/J Comprehensive Science 2 Advanced
2002100	M/J Comprehensive Science 3
2002110	M/J Comprehensive Science 3 Advanced
2003010	M/J Physical Science
2000310	Biology 1
2000320	Biology 1 Honors
2000340	AP Biology**
2000350	Anatomy and Physiology
2001310	Earth/Space Science
2001320	Earth/Space Science Honors
2001340	Environmental Science
2001380	AP Environmental Science
2002400	Integrated Science 1
2002420	Integrated Science 2
2002440	Integrated Science 3
2002500	Marine Science 1A*
2002500	Marine Science 1B*
2003310	Physical Science
2003320	Physical Science Honors



## Virtual Services Agreement

2003340	Chemistry 1
2003350	Chemistry 1 Honors
2003380	Physics 1
2003390	Physics 1 Honors

*Denotes Tier II course*

*\* Denotes One-semester course*

*\*\*Not available with Edgenuity teachers*



**ATTACHMENT C**  
**CURRICULUM PLAN (cont.)**

**SOCIAL STUDIES (6-12)**

Florida Course Code	Course Title
2100010	M/J United States History
2100015	M/J United States History and Career Planning
2100020	M/J United States History Advanced
2103015	M/J World Geography*
2106010	M/J Civics
2106020	M/J Civics Advanced
2109010	M/J World History
2109020	M/J World History Advanced
2100310	United States History
2100320	United States History Honors
2100330	AP U.S. History
2100340	African American History*
2101300	Anthropology*
2102310	Economics
2102335	Economics with Financial Literacy*
2102340	Economics with Financial Literacy for Credit Recovery*
2102345	Economics with Financial Literacy Honors*
2102372	Personal Financial Literacy*
2103300	World Cultural Geography
2103400	AP Human Geography
2105310	World Religions*
2105340	Philosophy*
2106310	United States Government*



## Virtual Services Agreement

2106320	United States Government Honors*
2106350	Law Studies*
2106420	AP U.S. Government and Politics
2107300	Psychology 1*
2107310	Psychology 2*
2107350	AP Psychology
2108300	Sociology*
2109310	World History
2109320	World History Honors
2109420	AP World History: Modern
2109430	Holocaust*

*Denotes Tier II Course*

*\* Denotes One-semester course*



**ATTACHMENT C**  
**CURRICULUM PLAN (cont.)**

**WORLD LANGUAGES (6-12)**

Florida Course Code	Course Title
0701000	M/J French Beginning
0701010	M/J French Intermediate
0702000	M/J German Beginning
0702010	M/J German Intermediate
0707000	M/J Chinese Beginning
0707010	M/J Chinese Intermediate
0708000	M/J Spanish Beginning
0708010	M/J Spanish Intermediate
0701320	French 1
0701330	French 2
0701340	French 3 Honors
0701380	AP French Language & Culture
0702320	German 1
0702330	German 2
0706300	Latin 1
0706310	Latin 2
0708340	Spanish 1
0708350	Spanish 2
0708360	Spanish 3 Honors
0708400	AP Spanish Language & Culture
0711300	Chinese 1
0711310	Chinese 2
0717300	American Sign Language 1A



## Virtual Services Agreement

ENGL 101	Academic English I
ENGL 102	Academic English II
ENGL 103	Academic English III

*Denotes Her/His course*

*\* Denotes One-semester course*



**ATTACHMENT C  
CURRICULUM PLAN (cont.)**

**GENERAL ELECTIVES (6-12)**

Florida Course Code	Course Title
0102040	M/J Creative Photography 1 A*
0102040	M/J Creative Photography 1 B*
1301090	M/J Exploring Music 1 A*
1301090	M/J Exploring Music 1 B*
1508000	M/J Fitness 6*
1508060	M/J Comprehensive 6/7*
1508070	M/J Comprehensive 7/8*
1700060	M/J Career Research and Decision Making*
8000400	M/J Orientation to Career Clusters*
0100310	Introduction to Art History*
0100320	Art in World Cultures*
0200305	Computer Science Discoveries
0800300	Health 1: Life Management Skills*
0800310	Health 2: Personal Health*
0800320	First Aid and Safety*
0800330	Personal, Social, and Family Relationships
1501300	Personal Fitness*
1501310	Fitness for Lifestyle Design*
1501340	Weight Training I*
1501380	Personal Fitness Trainer
1502470	Recreational Activities – Running
1502470	Recreational Activities Individual Sports*
1502470	Recreational Activities Walking Fitness*
1502500	Sports Officiating



## Virtual Services Agreement

1503350	Team Sports 1
1700370	Critical Thinking and Study Skills*
1700380	Career Research and Decision Making (9–12)*
1900300	Driver Education/Traffic Safety – Classroom*
3026010	HOPE – Core

*Denotes ILEI Course*

*Denotes Only Available Via Instructional Services*

*\* Denotes One-semester course*





### ATTACHMENT C CURRICULUM PLAN (cont.)

#### CAREER ELECTIVES (6-12)

8000400 - M/J Orientation to Career Clusters*
0500000 - M/J Personal, Career and School Development Skills
9009200 - M/J Middle School Coding Fundamentals
9009500 - M/J Fundamentals of Web and Software Development
0200305 - Computer Science Discoveries
1501380 – Personal Fitness Trainer
<del>1502500 – Sports Officiating*</del>
1700380 – Career Research and Decision Making*
8207310 – Digital Information Technology
8500120 – Personal and Family Finance*
8812110 – Principles of Entrepreneurship
8812000 - Business Ownership
8827110 – Marketing Essentials
<del>8106810 – Agriscience Foundations 1A*</del>
<del>8106810 – Agriscience Foundations 1B*</del>
<del>3027010 – Biotechnology 1A*</del>
<del>3027010 – Biotechnology 1B*</del>
<del>8209100 – Careers In Fashion &amp; Interior Design*</del>
<del>0108310 – Creative Photography A*</del>
<del>0108310 – Creative Photography B*</del>
<del>8800510 – Culinary Arts 1A*</del>
<del>8800510 – Culinary Arts 1B*</del>
<del>0800370 – Parenting 1*</del>



[illegible]

\* Denotes One-semester course



**ATTACHMENT C**  
**CURRICULUM PLAN (cont.)**

**CREDIT RECOVERY (6-12)**

Florida Course Code	Course Title
1001315	English 1 for Credit Recovery
1001345	English 2 for Credit Recovery
1001375	English 3 for Credit Recovery
1001402	English 4 for Credit Recovery
1200315	Algebra 1 for Credit Recovery
2000315	Biology 1 for Credit Recovery
2003345	Chemistry 1 for Credit Recovery
2100315	United States History for Credit Recovery
2106315	United States Government for Credit Recovery*
2109315	World History for Credit Recovery



**ATTACHMENT C  
CURRICULUM PLAN (cont.)**

**ELEMENTARY (K-5)**

Grade	Language Arts	Science	Mathematics	Social Studies
K	5010041	5020010	5012020	5021020
1	5010042	5020020	5012030	5021030
2	5010043	5020030	5012040	5021040
3	5010044	5020040	5012050	5021050
4	5010045	5020050	5012060	5021060
5	5010046	5020060	5012070	5021070

Grade	Health	Physical Education	Art
K	5008020	5015020	5001010
1	5008030	5015030	5001020
2	5008040	5015040	5001030
3	5008050	5015050	5001040
4	5008060	5015060	5001050
5	5008070	5015070	5001060

Other K-5 Courses	
Music	Music Recorder Level 1
Technology	Keyboarding
Technology	Scratch Coding



**ATTACHMENT D  
IMAGINE LEARNING LLC  
TERMS AND CONDITIONS OF COMPANY SERVICES**

This "Agreement" (i.e., these Terms and Conditions and the Price Quote for Services into which these Terms and Conditions are incorporated) is made and entered into as of the date of last signature below ("Effective Date") between Imagine Learning LLC, its affiliates and subsidiaries ("Company") and Customer. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

**1.1** "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

**1.2** "Authorized User" means any third party who is authorized by Customer to access the Services pursuant to Customer's rights under this Agreement, including any instructors, administrators, other employees, contractors, students authorized by Customer, parents, family members, or other adults associated with a student or parents authorized by Customer.

**1.3** "Confidential Information" means all non-public, proprietary or confidential information relating to a "Disclosing Party" that is disclosed or otherwise supplied in confidence to the "Receiving Party" under this Agreement. Company's Confidential Information includes (without limitation) the Services, its user interface design and layout, and pricing information. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 9.4, or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

**1.4** "Confidential Student Information" means information that personally identifies a student who is enrolled or was previously enrolled at the Customer's institution. This term includes the student's name, the name of the student's parents or family members, the student's (or student's family's) address, telephone number, email address, date of birth, place of birth, mother's maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer's institution.

**1.5** "Customer" means the school or district who is identified in the signature block below or the applicable Price Quote for Services.

**1.6** "Customer Content" means any content and information submitted via or in connection with the Services by or on behalf of Customer, an Authorized User, or any other end user of the Services. Customer Content includes student information and records which remain the property of the Customer.

**1.7** "De-Identified Data" means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification numbers, dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

**1.8** "Documentation" means the technical materials provided by Company to Customer in hard copy or electronic form describing the use and operation of the Services.



## Virtual Services Agreement

**1.9** "Instructional Services" means services provided by Company, including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Price Quote for Services. Instructional Services are also subject to the additional terms contained in the attached Addendum.

**1.10** "Price Quote for Services" means the order form signed by Customer which references these Terms and Conditions and details the services to be provided to the Customer under this Agreement.

**1.11** "Professional Development" means all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Company as described in the applicable Price Quote for Services. Professional Development services are subject to the additional terms contained in the attached Addendum.

**1.12** "Services" means the services ordered by Customer through the Price Quote for Services and includes the products and services which may include Company courseware, audio, video and other content curriculum, and/or Documentation and software including applets and animations. Services may include Professional Development and/or Instructional Services. Customers' access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote or if the Service is terminated for any reason.

**1.13** "Supported Environment" means the minimum hardware, software, and connectivity configuration specified from time to time by Company as required for use of the Services. The current requirements (if any) are described in the technical requirements which may be found on Company's website.

## 2. PROVISION OF SERVICES

**2.1 Access.** Subject to Customer's payment of the fees outlined in the Price Quote for Services and compliance with the terms of this Agreement, Company will provide Customer with access to the Services. Promptly following the Effective Date, Company shall provide to Customer the necessary security protocols and policies, network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Price Quote for Services (or this Agreement).

**2.2 Support Services.** Company will provide Customer with the support services described at <http://help.imaginelearning.com/hc/en-us>.

**2.3 Hosting.** Company shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require Company to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User or any other user to provide access from the Internet to the Services.

## 3. INTELLECTUAL PROPERTY

**3.1 License Grant.** Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term, solely for Customer's internal educational and training purposes and in accordance with this Agreement. This Agreement permits only Customer and Customer's Authorized Users to access and use the Services detailed on the Price Quote for Services in accordance with the Documentation. Licenses are available to access Services throughout the Term by Authorized Users not to exceed specific quantities stated on Price Quote for Services. License and Service types are listed below. Only those License and Service types listed on the Price Quote for Services are applicable to this Agreement.

- a) **Concurrent License** - provides access to Services throughout the Term by all Authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing product simultaneously cannot exceed total quantity of licenses purchased.



## Virtual Services Agreement

- b) **Reusable License** - provides access to Services throughout the Term by all Authorized Users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
- c) **Single User** - available to a single User identified by name and designated as the sole student user of the specific license throughout the Term. Licenses cannot be transferred to another user.
- d) **Site License** - provides access to Services throughout the Term by all Authorized Users located at the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.
- e) **Virtual School** - Customer that is (a) a private school where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student enrolled in a program by faculty or tutoring provider and such services are the primary purpose of enrollment by students; or (c) a public program implemented by a school district where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record; and (d) with respect to (a), (b), and (c) a Virtual School is not a school that sells licenses or access to educational software on a standalone basis or sells licenses or access to educational software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

**3.2 Restrictions.** Customer agrees that it will not, nor will Customer cause or permit any Authorized User or other party to: (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Services or Documentation; (c) sublicense, lease, rent, sell, resell, loan, distribute, transfer or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) create derivative works based on the Services or Documentation; (f) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (g) interfere with or disrupt the integrity or performance of the Services; or (h) access the Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

**3.3 Ownership.** Except for the licenses granted by Company under this Agreement, as between Company and Customer, Company owns all right, title and interest (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the Services and Documentation.

**3.4 Open Source Software.** Certain items of software used in the Services are subject to "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If and to the extent required by any license for particular Open Source Software, Company makes such Open Source Software, and Company modifications to that Open Source Software, available by written request at the notice address specified on the Price Quote for Services.

**4. FEES.** Company shall invoice Customer for fees on the schedule set forth on the Price Quote for Services ("Fees") and the amounts set forth in such invoices shall be due from Customer net thirty (30) days of receipt. Non-payment or late payment of undisputed fees is a material breach of this Agreement.



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Company may terminate the Agreement and/or terminate or suspend Customer's access to Services within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Price Quote for Services. Company may change the amount of the Fees for any upcoming Renewal Term, provided that Company provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Customer except to the extent that Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

**5. FUNDING-OUT CLAUSE.** If Customer is a governmental entity receiving federal funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Company in writing at least thirty (30) calendar days before termination. Upon termination, Company will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.

## 6. CUSTOMER CONTENT AND RESPONSIBILITIES

**6.1 License; Ownership.** Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid and transferable license (a) to use the Customer Content as necessary solely for the purposes of providing the Services under this Agreement; and (b) to use Customer's trademarks, service marks, and logos as required to provide the Services (but not for use with an audience beyond that of Authorized Users). As between the parties, Customer owns all right, title and interest in the Customer Content.

**6.2 Customer Warranty.** Customer represents and warrants that (a) prior to using the Services in connection with any Authorized User, Customer shall have obtained any necessary consent to contact such Authorized User via the Services in such form as required to comply with applicable law; (b) that its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Company's system or data; or (v) otherwise violate any privacy or other right of any third party.

**6.3 Authorized User Access.** Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. Each Authorized user must be granted a unique User ID. User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and Company will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify Company of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Customer.

**6.4 Customer Responsibility for Access, Content and Security.** Except to the extent expressly specified on the Price Quote for Services, Company is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Price Quote for Services.





## 7. WARRANTIES AND DISCLAIMERS

**7.1 Limited Warranty.** Company warrants that it will make commercially reasonable efforts to maintain the online availability of the Services. CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR COMPANY TO REPAIR THE NON-CONFORMING SERVICE, OR IF COMPANY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN COMPANY MAY TERMINATE ACCESS TO THE SERVICES AND REFUND A PORTION OF THE FEE.

**7.2 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

**8. LIMITATION OF LIABILITY.** EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE APPLICABLE SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

## 9. CONFIDENTIALITY; PRIVACY

**9.1 Confidentiality.** During the Term, each party ("Disclosing Party") may provide the other party ("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

**9.2 Privacy.** Company will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations ("Applicable Laws") applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy Act and the Children's Online Privacy Protection Act. Company's Privacy Policy (as may be updated by Company from time to time), which is incorporated by reference into these terms and conditions, contains additional terms regarding Company's use of Confidential Student Information. Customers and Authorized



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Users may view Company's privacy policy at <https://www.imaginelearning.com/privacy> ("Privacy Policy"). Customer is responsible for providing notice of its own privacy policy to parents of its students and is solely responsible for obtaining any necessary parental consents for students to use the Services.

**9.3 Data Security.** Company agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. Company shall implement and maintain commercially reasonable administrative, technical and physical security measures designed to protect Confidential Information from unauthorized access, disclosure and use. Company will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. Company will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. Company will cooperate with the Customer to comply with any applicable data breach notification laws.

**9.4 Aggregated and De-Identified Data.** Company may use aggregated data and De-Identified Data for product development, research, marketing, and other purposes as set forth in the Company's Privacy Policy.

**9.5 Confidential Student Information Return and Destruction.** Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, Company shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that Company knows it possesses to the extent that destruction is reasonably practicable. Company shall not be required to return or destroy aggregated data or De-Identified Data. Customer acknowledges that some data may remain in archive or other files following Company's commercially reasonable attempt to return or destroy Confidential Student Information. Company may transfer Confidential Student Information and De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation or sale of substantially all of its assets pursuant to Section 13 of this Agreement.

## 10. INDEMNIFICATION

**10.1 By COMPANY.** Company shall indemnify, defend and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent or other intellectual property right of a third party, and Company shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Company. If any portion of the Services becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to Company for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the foregoing, Company shall have no obligation under this Section 10.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software or data not supplied by Company; or (iii) any modification of the Services by any person other than Company or its authorized agents. This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Company, and any of the officers, directors, employees, shareholders, contractors or representatives of Company, for claims and actions described in this Section 10.1.

**10.2 By Customer.** To the maximum extent allowed by applicable law, Customer shall indemnify defend and hold harmless Company against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation its provision and Company's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from any Authorized User or other end users, (b) Customer's



## Virtual Services Agreement

unauthorized use of Services hereunder and/or (c) Customer's breach or alleged breach of any of its covenants, representations or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 10.2 states the sole and exclusive remedy of Company and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors or representatives of Customer, for the claims and actions described in this Section 10.2.

Nothing contained in this Agreement 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 s.768.28.

**10.3 Procedure.** The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

## 11. TERM AND TERMINATION

**11.1 Term.** This Agreement shall be for the term (the "Initial Term") of any Services purchased pursuant to a Price Quote for Services and shall thereafter renew for one (1) year terms (each a "Renewal Term") upon the mutual written consent of the parties prior to the expiration of the then-current term. The Initial Term and the Renewal Terms (if any) are, collectively, the "Term." Customer only has the right to use the Services during the Term.

**11.2 Termination.** Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach.

**11.3 Effect of Termination.** Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) Company shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued through the effective date of termination. Sections 3.3, 6.4, 7, 8, 9, 10, 11.3, 12 and 13 will survive the expiration or termination of this Agreement.

**12. GOVERNING LAW AND VENUE** If Customer is a public school or district or other state or municipal governmental agency (a "Public School"), this Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona. Each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to the conduct of any such suit or action in any state or federal court located in the state where the Customer resides, if Customer is a Public School. If Customer is not a Public School, such venue shall be state or federal court located in Phoenix, Arizona. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.

## 13. MISCELLANEOUS.

**13.1 Press Releases.** If requested by Company, Customer agrees to cooperate in good faith with Company on a press release following execution of this Agreement and agrees to allow Company to list (using Customer's name and/or Customer's logo, as determined by Company) Customer as a customer on Company's website or in documentation to be shared electronically or in print.

**13.2 Independent Contractors.** The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the





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other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party.

**13.3 No Additional Terms and Order of Precedence.** These Terms and Conditions, together with the attached Price Quote for Services(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Price Quote for Services and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Price Quote for Services.

**13.4 Severability.** In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect.

**13.5 Assignment.** Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation or sale of substantially all of its business or assets related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

**13.6 Force Majeure.** Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, war, terrorism, strikes, failure of suppliers, fires, floods or earthquakes.

**13.7 Export.** The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws.

**13.8 Notice.** Any notice given under this Agreement shall be in writing and shall be sent via priority mail by a nationally recognized express delivery service addressed to the address and the signatory set forth in the Price Quote for Services set forth above. Such notice shall also be sent via email to the email address set forth in the Price Quote for Services set forth above.

**13.9 No Third Party Beneficiary.** There are no third-party beneficiaries to this Agreement.

**13.10 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.



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**Addendum for Instructional Services and Professional Development**

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional Services or Professional Development Services from Imagine Learning LLC and its affiliates and subsidiaries ("Company"). In the event of a conflict between these additional terms and the Company's Terms and Conditions of Company Services, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services. Capitalized terms used, but not defined, in this addendum have the meanings set forth in the Term and Conditions of Company Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Company for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Services.
3. **HOURS OF AVAILABILITY.** Company Instructional and Professional Development Services will be available during the business hours specified by Company, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the term of Customer's purchase of Services. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Company cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Company will provide virtual access to teachers or coaches (or both) ("Company Instructors") who are hired, trained, supervised, and paid by Company, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Services (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Company Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
  - a. **Instructor Requirements.** Customer shall be responsible for advising Company of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Company Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Company shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Company Instructors, and for ensuring that all Company Instructors meet and comply with Instructor Requirements.
  - b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Company's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs ("IEP"); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Company will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Company. Customer shall be solely responsible for the costs of any required adjustments or accommodations.



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- c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.
  - d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for ensuring the accuracy and completeness of student information used, relied upon, or reported by Company in providing the Instructional Services, and shall promptly notify Company if any student information needs to be corrected or updated. Upon notice to Customer, Company reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.
6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Company may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Services, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.
- a. **Charges for PD Services.** Before delivering Professional Development Services, Company must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Services must be completed. Professional Development Services will be available for use by Customer only during the Term of the Subscription.
  - b. **Use of Customer's Facilities.** If Company will be providing any PD Services at Customer's premises, Customer shall advise Company in advance of any Instructor Requirements for Company personnel, and Company will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.
  - c. **Forfeiture & Cancellation of PD Services.** Professional Development services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. Customer agrees to reimburse Company for travel and other out-of-pocket expenses incurred if Professional Development services are changed or cancelled less than 48 hours prior to the scheduled delivery date. Company reserves time exclusively for the Customer once Professional Development services have been scheduled. If Customer is a no-show or cancels scheduled Professional Development services in less than 48 hours before the scheduled delivery date, Customer may be charged for the scheduled services. The Parties must document in writing and sign any and all grace periods or extension of time for delivery of Professional Development Services.
7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Company as part of Instructional or PD Services are the property of Company, and customer may not record, reproduce or copy such content without Company's express written authorization.



**ATTACHMENT E**

**1. E-Verify. Effective July 1, 2020**

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.

**B. Subcontractors**

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary)



### VIRTUAL SCHOOL SERVICES AGREEMENT

This Agreement for services ("Agreement") made and entered into by and between Imagine Learning LLC (hereafter "**PROVIDER**" or "Imagine Learning") having principal offices at 8860 E. Chaparral Road, Suite 100, Scottsdale, AZ, 85250; and the **Suwannee County School District** (hereinafter "**CLIENT**"), having principal offices at 1740 Ohio Ave, Live Oak, Florida, 32064.

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

The parties by their authorized representatives have entered into this Agreement as of the July 1st, 2022 (the "Effective Date").

CLIENT and PROVIDER agree to the Description of Work contained in Attachment A (Description of Work); Attachment B (Payment Terms and Conditions); Attachment C (Detailed Curriculum Plan) and Attachment D (Standard Terms and Conditions).

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

#### TERM

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

Imagine Learning provides both state and nationally aligned courses and is also a state of Florida approved Virtual Instruction Provider ("**VIRTUAL INSTRUCTION PROVIDER**"). Through this VIRTUAL SCHOOL SERVICES AGREEMENT, Imagine Learning offers the CLIENT, the platform, support and flexibility to provide a wide selection of course offerings for students. This VIRTUAL SCHOOL SERVICES AGREEMENT is offered for use with both the CLIENT's teachers ("Partner Teachers") and/or the PROVIDER's teachers ("Imagine Learning Teachers").

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement effective as of the

<b>CUSTOMER:</b> Effective Date.	<b>IMAGINE LEARNING</b>
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address:	Address: 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250



**ATTACHMENT A****Description of Work**

As more fully set forth in Attachment B, the PROVIDER is to assist in the operation of a K-12 virtual school that provides a free-to-students, 180-day, or more, online instructional program to eligible students during the 2022-2023 school year. The PROVIDER is to provide each school/district and its staff with the necessary platform, online courses, and support for successful operation of their virtual school. If, and when any instructional staff is provided by PROVIDER, for the delivery of online courses, instructional staff must be highly qualified as identified by ESSA standards and hold a valid Florida teaching certificates under provisions of Chapter 1012, Florida Statutes. The PROVIDER will ensure all employees and contracted personnel undergo background screening as required by F.S.1012.32, Florida Statutes, using state and national criminal history records and will provide a list of instructional employees to the CLIENT for verification of compliance according to the PROVIDER's standard procedures. If additional background checks are required by CLIENT, CLIENT will so state in writing to PROVIDER. PROVIDER will provide information as requested by Client Liaison regarding monitoring. All curriculum and course content used will align to the Florida Standards. The PROVIDER agrees to comply with any student progression plan, student calendar and other standard policies to support a virtual program in compliance with applicable Florida Statutes except as described in the Virtual Instruction Provider's Standard Terms and Conditions incorporated herein. As required in F.S.1002.45, a detailed curriculum plan (available online courses) is provided in Attachment C. The PROVIDER will establish a standard schedule for providing data for required state reporting that enables timely submission to the Department of Education. Using the data provided to PROVIDER by CLIENT, PROVIDER will use commercially reasonable efforts to provide timely, accurate and complete education data. While the education data is under the control of the PROVIDER, PROVIDER will use commercially reasonable security measures and controls as required by FERPA. Further roles of the Client shall include:

1. Manage the enrollment process, including communications with students and parents, regarding the enrollment process.
2. Notify, communicate, and/or provide, support services consistent with the legal requirements for students with special needs. These special needs could be seen in an IEP, including a 504, be an English Language Learner (ELL) or others as mutually identified.
3. Client (i) must keep its passwords secure and confidential; (ii) is solely responsible for its Data and all activity in its account in the Service; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Provider promptly of any such unauthorized access; and (iv) may use the Service only in accordance with the Service's written technical guides and applicable law. Client may allow authorized third parties to access the Service in compliance with the terms of this Agreement, so long as the access is for the sole benefit of Client. Client is responsible for compliance by such Client authorized third parties with this Agreement.
4. Accept standard publications of the PROVIDER for all compliance and documentation purposes (i.e., program guide for information and data about the curriculum, student handbook

**Virtual Services Agreement**

for school policies and procedures and hours of personnel availability, state reporting for certification status and physical location of personnel, monthly school report for student -teacher ratios , teacher load limit s, state data submissions and state report cards for completion, promotion, and other accountability outcomes).

5. Provide the PROVIDER with student data so the provider can meet Florida Department of Education reporting requirements to include gender, grade, ethnicity, ELL status, special education, FSA, ELA and math assessment results, EOC data, and graduation data or other data as requested.

6. Pay the VIRTUAL INSTRUCTION PROVIDER in accordance with Attachment B.

**ATTACHMENT B****PAYMENT TERMS and CONDITIONS**

- I. PROVIDER shall provide the Curriculum and/or Instructional Services identified in the Payment Terms and Conditions pricing table (the "Deliverables").
- II. PROVIDER will commit its teachers to a student-teacher ratio which is one teacher per 50 students for grades K-5, one teacher per 65 students for grades 6 - 8 and one teacher per 200 students for grades 9 -12.
- III. The PROVIDER further warrants that as to each Deliverable produced pursuant to this Contract, PROVIDER's production of the Deliverable and the CLIENT'S use of the Deliverable, will not infringe on the copyrights of any third party. This provision applies to each work of authorship in which copyrights subsist pursuant to 17 U.S.C. Section 102-105 and to each exclusive right established in 17 U.S.C. Section 106. In furtherance of this provision, the PROVIDER warrants that:
  - a. As to each work of software or other "information technology" as identified in s. 287.0041(11), Florida Statutes, in which copyrights subsist, the PROVIDER has acquired the rights by conveyance or license to any third-party software or other information technology, which was used to produce the Deliverables.
  - b. As to each image and sound recording incorporated into a Deliverable, the PROVIDER has acquired the necessary rights, releases and waivers from the person whose image or sound is included, or from the holder of the copyrights subsisting in the literary, musical, dramatic, pantomime, choreographic, pictorial, graphic, sculptural, motion pictures, audio-visual, work or sound recording from which the included image or sound was taken.
- IV. If there is a modification to the rules and regulations approved by the Florida Board of Education in contradiction to the terms outlined in this contract, the Parties will amend the contract as necessary to bring the contract into accord with the rules and regulations so long as such change does not materially change the Deliverables as currently defined.
- V. PROVIDER will implement, maintain, and use appropriate administrative, technical, or physical security measures to the full extent required by Title 20, Section 1232g, United State Code, The Family Educational Right and Privacy Act (FERPA), in order to maintain the confidentiality of student/education records.
- VI. PROVIDER has filed for or is the owner of various trademarks and logos. The CLIENT will be granted the use of such logos and trademarks in connection with its virtual school offering but

**Virtual Services Agreement**

use of such trademark and logos shall be used only in connection with those services provided under this contract.

**VII.** PROVIDER will maintain and keep in force Worker's Compensation, Liability and Property Damage Insurance to protect it from claims under worker's compensation claims for personal injury, including death, and claims for damages to any property of the CLIENT, or of the public, which may arise from operations under this Agreement, whether such operations be by PROVIDER, or by any subcontractor or anyone directly or indirectly employed by PROVIDER.

**VIII.** In no event will the CLIENT or CLIENT's members, CLIENT officers, employees, or agents be responsible or liable for the debts, acts or omissions of the PROVIDER, its officers, employees, or agents. This does not excuse the CLIENT from paying any obligations incurred resulting from this contract, or from the payment of any debts incurred under this contract for lawful termination.

**IX. Method for Conflict Resolution** - Any dispute concerning performance of the contract shall be decided by the CLIENT's designated contract manager, who shall reduce the decision to writing and serve a copy to the PROVIDER. The decision shall be CLIENT's final decision unless within ten (10) days from the date of receipt, the PROVIDER files a petition with the CLIENT for administrative hearing pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the PROVIDER's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

**X.** After exhaustion of administrative remedies or for any claim not cognizable under Chapter 120, Florida Statutes, the exclusive venue of any legal or equitable action that arises out of or relates to the Agreement shall be the appropriate state or federal court with jurisdiction over Suwannee County, Florida; in any such action, Florida law shall apply, and the parties waive any right to jury trial.

**XI. TERMINATION** - This contract may only be terminated before its expiration as follows: a) both Parties agree in writing to the termination; or b) if either Party materially breaches the contract, and fail to cure such breach within ninety (90) days following written notification of such breach from the other Party, the non-breaching Party may elect to terminate.

**XII. DEBT RESPONSIBILITY** - As required by Florida Statute, the Virtual Instruction Program is responsible for all debts for CLIENT's virtual instruction program that arise out of the VIRTUAL INSTRUCTION PROVIDER's performance of this contract if the contract is not renewed or is terminated. This does not excuse the CLIENT from paying any obligations incurred resulting from

**Virtual Services Agreement**

this contract, or from the payment of any debts incurred under this contract for lawful termination.

**XIII.** PROVIDER is required to comply with all requirements of Section 1002.45, Florida Statutes and will comply with disclosure requirements adopted in rule by the Florida Board of Education.

**XIV. PUBLIC RECORD** - CLIENT agrees that all Imagine Learning Confidential Information, as defined below, is a trade secret, as defined in Section 812.081, Fla. Stat., and is therefore exempt from disclosure as public records under Chapter 119, Florida Statutes. CLIENT agrees to take all commercially- reasonable steps necessary to prevent unauthorized disclosure of Imagine Learning's Confidential Information and Confidential Materials, as defined below. Such steps shall include without limitation, CLIENT'S agreement to promptly notify Imagine Learning of any public records request that, if fulfilled, would result in disclosure of any of Imagine Learning's Confidential Information. CLIENT'S notification will occur before releasing such Confidential Information and in sufficient time to allow forum, or tribunal. Imagine Learning will be solely responsible for the legal defense and cost of asserting the exemption(s) in any proceeding in which the exemption(s) is contested. CLIENT agrees that Imagine Learning has taken all necessary measures to prevent disclosure to unauthorized persons of Imagine Learning's Confidential Information in CLIENT'S possession and that no further warning or labeling is necessary.

"Confidential Information " means any information relative to Imagine Learning, its business, or its operations, that is clearly marked "confidential" or "proprietary", or that ought to be treated as confidential under the circumstances surrounding the disclosure, provided that Confidential Information shall not include information that: (i) at the time of disclosure, or thereafter, becomes publicly known through means other than a party's breach of this Agreement; (ii) was known to the CLIENT as of the time of its disclosure without any obligation of confidentiality, the proof of such knowledge to be the burden of the CLIENT; (iii) was independently developed by the CLIENT without the use of any of the Imagine Learning's Confidential Information; (iv) was subsequently learned from a third party not under a confidentiality obligation to Imagine Learning or any other party; or (v) is public record pursuant to applicable state law. "Confidential Materials" means all tangible materials containing Confidential Information, including written or printed documents and computer disks or tapes, whether machine or use readable. Imagine Learning's Confidential Information includes the contents of any Imagine Learning Licensed Content, the Software, the Documentation, the Deliverables, Copyright Materials, and other Trade Secret Materials.

**XV. JESSICA LUNSFORD ACT** - Imagine Learning and its employees are contractors as defined in Sections 1012.467(1)(a), Fla. Stat., and 1012.468(1), Fla. Stat. Imagine Learning and its employees will comply with Sections 1012.465, Fla. Stat., and 1012.467, Fla. Stat., in accordance with Section XVIIM. of the Standard Terms.

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**XVI. SOVEREIGN IMMUNITY** - The parties acknowledge and agree that Client is an agency of the State of Florida for purposes of sovereign immunity and immune from suit except to the extent such immunity has been waived by the state.

**XVII. EQUAL OPPORTUNITY** - Imagine Learning shall comply with all federal and state laws prohibiting discrimination, including the Florida Civil Rights Act of 1992 and the Florida Educational Equity Act. CLIENT acknowledges that CLIENT and not Imagine Learning decide which students are allowed use of Imagine Learning's Licensed Content.

**XVIII. FLORIDA ETHICS LAWS** - Imagine Learning will comply with all applicable provisions contained in Chapter 112, F.S. None of CLIENT'S employees or board members has a material interest (as defined in Section 11 2.312(15), Fla. Stat.) in Imagine Learning.

**XIX. SALES TAX EXEMPTION** - Except to the extent CLIENT provides Imagine Learning with a valid Form DR-14, Consumer's Certificate of Exemption pursuant to Section 212.08, Fla. Stat., Imagine Learning will invoice CLIENT for and CLIENT agrees to promptly pay any sales tax levied by the State of Florida in connection with this Agreement.

**XX. FIREARMS** - Imagine Learning's employees will not bring a firearm or prohibited weapon onto CLIENT'S property.

**XXI. AUDIT** - Client may audit Imagine Learning under this Agreement for compliance matters upon reasonable written notice to Imagine Learning. Any such audit will be conducted under normal business hours and days of operation.

**XXII. PUBLIC AGENCY CONTRACTS** - To the extent that Imagine Learning meets the definition of "contractor" under Section 119.0701 under Florida Statutes, in addition to other contract requirements provided by law, Imagine Learning must comply with public record laws, including the following provisions of Section 119 .0701. Florida Statutes:

- a. Keep and maintain public records required by the School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School Board 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, F.S., or as otherwise provided by law.

**Virtual Services Agreement**

- 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. Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Imagine Learning or keep and maintain public records required by the School Board to perform the service. If Imagine Learning transfers all public records to the School Board upon completion of the contract, Imagine Learning shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Imagine Learning keeps and maintains public records upon completion of the contract, Imagine Learning shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- e. IF IMAGINE LEARNING HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTACT FOR THE SCHOOL BOARD'S CUSTODIAN OF PUBLIC RECORDS:

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

- f. Imagine Learning acknowledges that the School Board cannot and will not provide legal advice or business advice to Imagine Learning with respect to its obligations pursuant to this section related to public records. Imagine Learning further acknowledges that it will not rely on the School Board or its counsel to provide such business or legal advice and that it has been advised to seek professional advice regarding public records matters addressed by this agreement. Imagine Learning acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement.


**ATTACHMENT B (CONT.)  
PAYMENT TERMS and CONDITIONS**

<b>REPORTING</b>		
<b>Implementation</b>	<b>School of Enrollment</b>	<b>Teacher of Record School of Instruction</b>
<b>Partner (aka Franchise)</b>	District Public, Charter School, or District Virtual School	District Virtual School
<b>Flex (aka Part-Time)</b>	District Public, Charter School, or District Virtual School	<u>Imagine Learning</u>
<b>Full-Time</b>	7001 (District Student)	7001
	N998 (Home School Student)	

<b>PRICING</b>		
<b>PARTNER</b>		
<b>Item</b>	<b>Description</b>	<b>Course Fee</b>
K-5*	Semester course and hosting	\$65
6-12 (Tier I)	Semester course and hosting	\$45
6-12 (Tier II)	Semester course and hosting (Third Party Courses)	\$85

<b>PRICING</b>		
<b>FLEX</b>		
<b>Item</b>	<b>Description</b>	<b>Cost</b>
Elementary*	Semester course, hosting and instruction	\$275
Middle School	Semester course, hosting and instruction	\$225
High School	Semester course, hosting and instruction	\$225
High School (AP)*	Semester course, hosting and instruction (Advanced Placement)	\$325

\*Semester workbooks may be ordered for \$25 each per subject, per semester course.

\*\*AP books will be sent to the student after they reach the required completion threshold. When available, books are sent in digital format.

\*\*\*Instructional Services Professional Development quoted and sold separately.

**Grace Period: K-5 = 14 Days, 6-12 = 28 Days**

Partner enrollments marked "Drop-Grace" within the grace period will not be charged. Partner enrollments past the grace period will be charged in full. Enrollments with Imagine Learning Instructional Services marked "Drop-Grace" within the grace period will not be charged. Enrollments with Imagine Learning Instructional Services after the grace period (other than "successfully completed" enrollments) shall be charged the course fee.

**Billing Roster and Invoice**

Imagine Learning will send the billing roster to district administrators twice each year, typically coinciding with the end of each semester. These billing rosters will reflect charges for both successful completions and any course fees. The district administration has seven (7) days after receiving the billing roster for any edit request or to approve the billing roster.



**Virtual Services Agreement**

Imagine Learning will send three invoices each school year for students enrolled in the Full-Time school.

Initial billing is for each student's associated CMO (Course, Materials, Onboarding) fee. Subsequent invoices are for any successfully completed enrollments. These invoices try and capture these enrollments for the Fall and Spring semesters.

**ATTACHMENT C  
CURRICULUM PLAN****ENGLISH (6-12)**

Florida Course Code	Course Title
1000010	M/J Intensive Reading
1001010	M/J Language Arts 1
1001020	Advanced M/J Language Arts 1
1001040	M/J Language Arts 2
1001050	Advanced M/J Language Arts 2
1001070	M/J Language Arts 3
1001080	Advanced M/J Language Arts 3
1006000	M/J Journalism 1 A*
1006000	M/J Journalism 1 B*
1008010	M/J Reading 1
1000410	Intensive Reading
1001310	English 1
1001320	English Honors 1
1001340	English 2
1001350	English Honors 2
1001370	English 3
1001380	English Honors 3
1001400	English 4
1001405	English 4: Florida College Prep
1001410	English Honors 4
1001420	AP English Language & Composition
1001430	AP English Literature & Composition
1007300	Speech 1 A*
1007300	Speech 1 B*

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1008350	Reading for College Success*
1009300	Writing 1*
1009320	Creative Writing 1*
1009370	Writing for College Success*

*Denotes Tier II Course*

*\* Denotes One-semester course*

**ATTACHMENT C  
CURRICULUM PLAN (cont.)****Math (6-12)**

<b>Florida Course Code</b>	<b>Course Title</b>
1204000	M/J Intensive Math
1205010	M/J Grade 6 Mathematics
1205020	M/J Accelerated Mathematics Grade 6
1205040	M/J Grade 7 Mathematics
1205050	M/J Accelerated Mathematics Grade 7
1205070	M/J Grade 8 Pre-Algebra
1200310	Algebra 1
1200320	Algebra I Honors
1200330	Algebra 2
1200340	Algebra 2 Honors
1200370	Algebra 1-A
1200380	Algebra 1-B
1200400	Intensive Mathematics
1200410	Mathematics for College Success*
1200700	Math for College Readiness
1201300	Mathematical Analysis Honors*
1201315	Analysis of Functions Honors*
1202310	AP Calculus AB
1202340	Precalculus Honors
1206300	Informal Geometry
1206310	Geometry
1206320	Geometry Honors
1207300	Liberal Arts Math 1
1207310	Liberal Arts Math 2

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1210300	Probability and Statistics with Applications Honor
1210320	AP Statistics
1211300	Trigonometry Honors*
1298310	Advanced Topics in Mathematics

*Denotes Tier II Course*

*\* Denotes One-semester course*

**ATTACHMENT C  
CURRICULUM PLAN (cont.)****SCIENCE (6-12)**

Florida Course Code	Course Title
2000010	M/J Life Science
2001010	M/J Earth/Space Science
2002040	M/J Comprehensive Science 1
2002050	M/J Comprehensive Science 1 Advanced
2002070	M/J Comprehensive Science 2
2002080	M/J Comprehensive Science 2 Advanced
2002100	M/J Comprehensive Science 3
2002110	M/J Comprehensive Science 3 Advanced
2003010	M/J Physical Science
2000310	Biology 1
2000320	Biology 1 Honors
2000340	AP Biology**
2000350	Anatomy and Physiology
2001310	Earth/Space Science
2001320	Earth/Space Science Honors
2001340	Environmental Science
2001380	AP Environmental Science
2002400	Integrated Science 1
2002420	Integrated Science 2
2002440	Integrated Science 3
2002500	Marine Science 1-A
2002500	Marine Science 1-B
2003310	Physical Science
2003320	Physical Science Honors



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2003340	Chemistry 1
2003350	Chemistry 1 Honors
2003380	Physics 1
2003390	Physics 1 Honors

*Denotes Tier II Course*

*\* Denotes One-semester course*

*\*\*Not available with Edgenuity teachers*


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**ATTACHMENT C**  
**CURRICULUM PLAN (cont.)**

**SOCIAL STUDIES (6-12)**

Florida Course Code	Course Title
2100010	M/J United States History
2100015	M/J United States History and Career Planning
2100020	M/J United States History Advanced
2103015	M/J World Geography*
2106010	M/J Civics
2106020	M/J Civics Advanced
2109010	M/J World History
2109020	M/J World History Advanced
2100310	United States History
2100320	United States History Honors
2100330	AP U.S. History
2100340	African American History*
2101300	Anthropology*
2102310	Economics
2102335	Economics with Financial Literacy*
2102340	Economics with Financial Literacy for Credit Recovery*
2102345	Economics with Financial Literacy Honors*
2102372	Personal Financial Literacy*
2103300	World Cultural Geography
2103400	AP Human Geography
2105310	World Religions
2105340	Philosophy
2106310	United States Government*





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2106320	United States Government Honors*
2106350	Law Studies*
2106420	AP U.S. Government and Politics
2107300	Psychology 1*
2107310	Psychology 2*
2107350	AP Psychology
2108300	Sociology*
2109310	World History
2109320	World History Honors
2109420	AP World History: Modern
2109430	Holocaust

*Denotes Tier II Course*

*\* Denotes One-semester course*



**ATTACHMENT C  
CURRICULUM PLAN (cont.)**

**WORLD LANGUAGES (6-12)**

<b>Florida Course Code</b>	<b>Course Title</b>
0701000	M/J French Beginning
0701010	M/J French Intermediate
0702000	M/J German Beginning
0702010	M/J German Intermediate
0707000	M/J Chinese Beginning
0707010	M/J Chinese Intermediate
0708000	M/J Spanish Beginning
0708010	M/J Spanish Intermediate
0701320	French 1
0701330	French 2
0701340	French 3 Honors
0701380	AP French Language & Culture
0702320	German 1
0702330	German 2
0706300	Latin 1
0706310	Latin 2
0708340	Spanish 1
0708350	Spanish 2
0708360	Spanish 3 Honors
0708400	AP Spanish Language & Culture
0711300	Chinese 1
0711310	Chinese 2
0717300	American Sign Language 1 A*



## Virtual Services Agreement

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**Denotes Tier II Course**

\* Denotes One-semester course



**Virtual Services Agreement**

**ATTACHMENT C  
CURRICULUM PLAN (cont.)**

**GENERAL ELECTIVES (6-12)**

Florida Course Code	Course Title
0102040	M/J Creative Photography 1 A*
0102040	M/J Creative Photography 1 B*
1301090	M/J Exploring Music 1 A*
1301090	M/J Exploring Music 1 B*
1508000	M/J Fitness 6*
1508060	M/J Comprehensive 6/7*
1508070	M/J Comprehensive 7/8*
1700060	M/J Career Research and Decision Making*
8000400	M/J Orientation to Career Clusters*
0100310	Introduction to Art History*
0100320	Art in World Cultures*
0200305	Computer Science Discoveries
0800300	Health 1: Life Management Skills*
0800310	Health 2: Personal Health*
0800320	First Aid and Safety*
0800330	Personal, Social, and Family Relationships
1501300	Personal Fitness*
1501310	Fitness for Lifestyle Design*
1501340	Weight Training 1*
1501380	Personal Fitness Trainer
1502470	Recreational Activities – Running
1502470	Recreational Activities Individual Sports
1502470	Recreational Activities Walking/Fitness
1502500	Sports Officiating

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1503350	Team Sports I*
1700370	Critical Thinking and Study Skills*
1700380	Career Research and Decision Making (9–12)*
1900300	Driver Education/Traffic Safety - Classroom
3026010	HOPE – Core

*Denotes Tier II Course**Denotes Only Available Via Instructional Services**\* Denotes One-semester course*



## Virtual Services Agreement

### ATTACHMENT C CURRICULUM PLAN (cont.)

#### CAREER ELECTIVES (6-12)

8000400 - M/J Orientation to Career Clusters*
0500000 - M/J Personal, Career and School Development Skills
9009200 - M/J Middle School Coding Fundamentals
9009500 - M/J Fundamentals of Web and Software Development
0200305 - Computer Science Discoveries
1501380 – Personal Fitness Trainer
1502500 – <i>Sports Officiating*</i>
1700380 – Career Research and Decision Making*
8207310 – Digital Information Technology
8500120 – Personal and Family Finance*
8812110 – Principles of Entrepreneurship
8812000 - Business Ownership
8827110 – Marketing Essentials
8106810 – Agriscience Foundations I A*
8106810 – Agriscience Foundations I B*
3027010 – Biotechnology I A*
3027010 – Biotechnology I B*
8209100 – Careers in Fashion & Interior Design*
0108310 – Creative Photography A*
0108310 – Creative Photography B*
8800510 – Culinary Arts I A*
8800510 – Culinary Arts I B*
0800370 – Parenting I*





## Virtual Services Agreement

1. **Introduction**  
 2. **Chapter 1: The Principles of Food**  
 3. **Chapter 2: The Science of Food**  
 4. **Chapter 3: The Art of Food**  
 5. **Chapter 4: The History of Food**  
 6. **Chapter 5: The Future of Food**  
 7. **Chapter 6: The Role of Food in Society**  
 8. **Chapter 7: The Role of Food in Culture**  
 9. **Chapter 8: The Role of Food in Health**  
 10. **Chapter 9: The Role of Food in the Environment**  
 11. **Chapter 10: The Role of Food in the Economy**  
 12. **Chapter 11: The Role of Food in the Future**  
 13. **Chapter 12: The Role of Food in the World**  
 14. **Chapter 13: The Role of Food in the Universe**  
 15. **Chapter 14: The Role of Food in the Cosmos**  
 16. **Chapter 15: The Role of Food in the Multiverse**  
 17. **Chapter 16: The Role of Food in the Omniverse**  
 18. **Chapter 17: The Role of Food in the Universe**  
 19. **Chapter 18: The Role of Food in the Cosmos**  
 20. **Chapter 19: The Role of Food in the Multiverse**  
 21. **Chapter 20: The Role of Food in the Omniverse**  
 22. **Chapter 21: The Role of Food in the Universe**  
 23. **Chapter 22: The Role of Food in the Cosmos**  
 24. **Chapter 23: The Role of Food in the Multiverse**  
 25. **Chapter 24: The Role of Food in the Omniverse**  
 26. **Chapter 25: The Role of Food in the Universe**  
 27. **Chapter 26: The Role of Food in the Cosmos**  
 28. **Chapter 27: The Role of Food in the Multiverse**  
 29. **Chapter 28: The Role of Food in the Omniverse**  
 30. **Chapter 29: The Role of Food in the Universe**  
 31. **Chapter 30: The Role of Food in the Cosmos**  
 32. **Chapter 31: The Role of Food in the Multiverse**  
 33. **Chapter 32: The Role of Food in the Omniverse**  
 34. **Chapter 33: The Role of Food in the Universe**  
 35. **Chapter 34: The Role of Food in the Cosmos**  
 36. **Chapter 35: The Role of Food in the Multiverse**  
 37. **Chapter 36: The Role of Food in the Omniverse**  
 38. **Chapter 37: The Role of Food in the Universe**  
 39. **Chapter 38: The Role of Food in the Cosmos**  
 40. **Chapter 39: The Role of Food in the Multiverse**  
 41. **Chapter 40: The Role of Food in the Omniverse**  
 42. **Chapter 41: The Role of Food in the Universe**  
 43. **Chapter 42: The Role of Food in the Cosmos**  
 44. **Chapter 43: The Role of Food in the Multiverse**  
 45. **Chapter 44: The Role of Food in the Omniverse**  
 46. **Chapter 45: The Role of Food in the Universe**  
 47. **Chapter 46: The Role of Food in the Cosmos**  
 48. **Chapter 47: The Role of Food in the Multiverse**  
 49. **Chapter 48: The Role of Food in the Omniverse**  
 50. **Chapter 49: The Role of Food in the Universe**  
 51. **Chapter 50: The Role of Food in the Cosmos**  
 52. **Chapter 51: The Role of Food in the Multiverse**  
 53. **Chapter 52: The Role of Food in the Omniverse**  
 54. **Chapter 53: The Role of Food in the Universe**  
 55. **Chapter 54: The Role of Food in the Cosmos**  
 56. **Chapter 55: The Role of Food in the Multiverse**  
 57. **Chapter 56: The Role of Food in the Omniverse**  
 58. **Chapter 57: The Role of Food in the Universe**  
 59. **Chapter 58: The Role of Food in the Cosmos**  
 60. **Chapter 59: The Role of Food in the Multiverse**  
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 63. **Chapter 62: The Role of Food in the Cosmos**  
 64. **Chapter 63: The Role of Food in the Multiverse**  
 65. **Chapter 64: The Role of Food in the Omniverse**  
 66. **Chapter 65: The Role of Food in the Universe**  
 67. **Chapter 66: The Role of Food in the Cosmos**  
 68. **Chapter 67: The Role of Food in the Multiverse**  
 69. **Chapter 68: The Role of Food in the Omniverse**  
 70. **Chapter 69: The Role of Food in the Universe**  
 71. **Chapter 70: The Role of Food in the Cosmos**  
 72. **Chapter 71: The Role of Food in the Multiverse**  
 73. **Chapter 72: The Role of Food in the Omniverse**  
 74. **Chapter 73: The Role of Food in the Universe**  
 75. **Chapter 74: The Role of Food in the Cosmos**  
 76. **Chapter 75: The Role of Food in the Multiverse**  
 77. **Chapter 76: The Role of Food in the Omniverse**  
 78. **Chapter 77: The Role of Food in the Universe**  
 79. **Chapter 78: The Role of Food in the Cosmos**  
 80. **Chapter 79: The Role of Food in the Multiverse**  
 81. **Chapter 80: The Role of Food in the Omniverse**  
 82. **Chapter 81: The Role of Food in the Universe**  
 83. **Chapter 82: The Role of Food in the Cosmos**  
 84. **Chapter 83: The Role of Food in the Multiverse**  
 85. **Chapter 84: The Role of Food in the Omniverse**  
 86. **Chapter 85: The Role of Food in the Universe**  
 87. **Chapter 86: The Role of Food in the Cosmos**  
 88. **Chapter 87: The Role of Food in the Multiverse**  
 89. **Chapter 88: The Role of Food in the Omniverse**  
 90. **Chapter 89: The Role of Food in the Universe**  
 91. **Chapter 90: The Role of Food in the Cosmos**  
 92. **Chapter 91: The Role of Food in the Multiverse**  
 93. **Chapter 92: The Role of Food in the Omniverse**  
 94. **Chapter 93: The Role of Food in the Universe**  
 95. **Chapter 94: The Role of Food in the Cosmos**  
 96. **Chapter 95: The Role of Food in the Multiverse**  
 97. **Chapter 96: The Role of Food in the Omniverse**  
 98. **Chapter 97: The Role of Food in the Universe**  
 99. **Chapter 98: The Role of Food in the Cosmos**  
 100. **Chapter 99: The Role of Food in the Multiverse**  
 101. **Chapter 100: The Role of Food in the Omniverse**

\* Denotes One-semester course

**ATTACHMENT C  
CURRICULUM PLAN (cont.)****CREDIT RECOVERY (6-12)**

Florida Course Code	Course Title
1001315	English 1 for Credit Recovery
1001345	English 2 for Credit Recovery
1001375	English 3 for Credit Recovery
1001402	English 4 for Credit Recovery
1200315	Algebra 1 for Credit Recovery
2000315	Biology 1 for Credit Recovery
2003345	Chemistry 1 for Credit Recovery
2100315	United States History for Credit Recovery
2106315	United States Government for Credit Recovery*
2109315	World History for Credit Recovery





**ATTACHMENT C**  
**CURRICULUM PLAN (cont.)**

**ELEMENTARY (K-5)**

Grade	Language Arts	Science	Mathematics	Social Studies
K	5010041	5020010	5012020	5021020
1	5010042	5020020	5012030	5021030
2	5010043	5020030	5012040	5021040
3	5010044	5020040	5012050	5021050
4	5010045	5020050	5012060	5021060
5	5010046	5020060	5012070	5021070

Grade	Health	Physical Education	Art
K	5008020	5015020	5001010
1	5008030	5015030	5001020
2	5008040	5015040	5001030
3	5008050	5015050	5001040
4	5008060	5015060	5001050
5	5008070	5015070	5001060

Other K-5 Courses	
Music	Music Recorder Level 1
Technology	Keyboarding
Technology	Scratch Coding





**ATTACHMENT D  
IMAGINE LEARNING LLC  
TERMS AND CONDITIONS OF COMPANY SERVICES**

This "Agreement" (i.e., these Terms and Conditions and the Price Quote for Services into which these Terms and Conditions are incorporated) is made and entered into as of the date of last signature below ("Effective Date") between Imagine Learning LLC, its affiliates and subsidiaries ("Company") and Customer. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

**1.1** "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

**1.2** "Authorized User" means any third party who is authorized by Customer to access the Services pursuant to Customer's rights under this Agreement, including any instructors, administrators, other employees, contractors, students authorized by Customer, parents, family members, or other adults associated with a student or parents authorized by Customer.

**1.3** "Confidential Information" means all non-public, proprietary or confidential information relating to a "Disclosing Party" that is disclosed or otherwise supplied in confidence to the "Receiving Party" under this Agreement. Company's Confidential Information includes (without limitation) the Services, its user interface design and layout, and pricing information. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 9.4, or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

**1.4** "Confidential Student Information" means information that personally identifies a student who is enrolled or was previously enrolled at the Customer's institution. This term includes the student's name, the name of the student's parents or family members, the student's (or student's family's) address, telephone number, email address, date of birth, place of birth, mother's maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer's institution.

**1.5** "Customer" means the school or district who is identified in the signature block below or the applicable Price Quote for Services.

**1.6** "Customer Content" means any content and information submitted via or in connection with the Services by or on behalf of Customer, an Authorized User, or any other end user of the Services. Customer Content includes student information and records which remain the property of the Customer.

**1.7** "De-Identified Data" means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification numbers, dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

**1.8** "Documentation" means the technical materials provided by Company to Customer in hard copy or electronic form describing the use and operation of the Services.

**Virtual Services Agreement**

**1.9** "Instructional Services" means services provided by Company, including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Price Quote for Services. Instructional Services are also subject to the additional terms contained in the attached Addendum.

**1.10** "Price Quote for Services" means the order form signed by Customer which references these Terms and Conditions and details the services to be provided to the Customer under this Agreement.

**1.11** "Professional Development" means all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Company as described in the applicable Price Quote for Services. Professional Development services are subject to the additional terms contained in the attached Addendum.

**1.12** "Services" means the services ordered by Customer through the Price Quote for Services and includes the products and services which may include Company courseware, audio, video and other content curriculum, and/or Documentation and software including applets and animations. Services may include Professional Development and/or Instructional Services. Customers' access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote or if the Service is terminated for any reason.

**1.13** "Supported Environment" means the minimum hardware, software, and connectivity configuration specified from time to time by Company as required for use of the Services. The current requirements (if any) are described in the technical requirements which may be found on Company's website.

**2. PROVISION OF SERVICES**

**2.1** **Access.** Subject to Customer's payment of the fees outlined in the Price Quote for Services and compliance with the terms of this Agreement, Company will provide Customer with access to the Services. Promptly following the Effective Date, Company shall provide to Customer the necessary security protocols and policies, network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Price Quote for Services (or this Agreement).

**2.2** **Support Services.** Company will provide Customer with the support services described at <http://help.imaginelearning.com/hc/en-us>.

**2.3** **Hosting.** Company shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require Company to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User or any other user to provide access from the Internet to the Services.

**3. INTELLECTUAL PROPERTY**

**3.1** **License Grant.** Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term, solely for Customer's internal educational and training purposes and in accordance with this Agreement. This Agreement permits only Customer and Customer's Authorized Users to access and use the Services detailed on the Price Quote for Services in accordance with the Documentation. Licenses are available to access Services throughout the Term by Authorized Users not to exceed specific quantities stated on Price Quote for Services. License and Service types are listed below. Only those License and Service types listed on the Price Quote for Services are applicable to this Agreement.

- a) **Concurrent License** - provides access to Services throughout the Term by all Authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing product simultaneously cannot exceed total quantity of licenses purchased.

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b) **Reusable License** - provides access to Services throughout the Term by all Authorized Users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.

c) **Single User** - available to a single User identified by name and designated as the sole student user of the specific license throughout the Term. Licenses cannot be transferred to another user.

d) **Site License** - provides access to Services throughout the Term by all Authorized Users located at the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.

e) **Virtual School** - Customer that is (a) a private school where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student enrolled in a program by faculty or tutoring provider and such services are the primary purpose of enrollment by students; or (c) a public program implemented by a school district where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record; and (d) with respect to (a), (b), and (c) a Virtual School is not a school that sells licenses or access to educational software on a standalone basis or sells licenses or access to educational software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

**3.2 Restrictions.** Customer agrees that it will not, nor will Customer cause or permit any Authorized User or other party to: (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Services or Documentation; (c) sublicense, lease, rent, sell, resell, loan, distribute, transfer or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) create derivative works based on the Services or Documentation; (f) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (g) interfere with or disrupt the integrity or performance of the Services; or (g) access the Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

**3.3 Ownership.** Except for the licenses granted by Company under this Agreement, as between Company and Customer, Company owns all right, title and interest (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the Services and Documentation.

**3.4 Open Source Software.** Certain items of software used in the Services are subject to "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If and to the extent required by any license for particular Open Source Software, Company makes such Open Source Software, and Company modifications to that Open Source Software, available by written request at the notice address specified on the Price Quote for Services.

**4. FEES.** Company shall invoice Customer for fees on the schedule set forth on the Price Quote for Services ("Fees") and the amounts set forth in such invoices shall be due from Customer net thirty (30) days of receipt. Non-payment or late payment of undisputed fees is a material breach of this Agreement.



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Company may terminate the Agreement and/or terminate or suspend Customer's access to Services within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Price Quote for Services. Company may change the amount of the Fees for any upcoming Renewal Term, provided that Company provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Customer except to the extent that Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

**5. FUNDING-OUT CLAUSE.** If Customer is a governmental entity receiving federal funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Company in writing at least thirty (30) calendar days before termination. Upon termination, Company will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.

**6. CUSTOMER CONTENT AND RESPONSIBILITIES**

**6.1 License; Ownership.** Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid and transferable license (a) to use the Customer Content as necessary solely for the purposes of providing the Services under this Agreement; and (b) to use Customer's trademarks, service marks, and logos as required to provide the Services (but not for use with an audience beyond that of Authorized Users). As between the parties, Customer owns all right, title and interest in the Customer Content.

**6.2 Customer Warranty.** Customer represents and warrants that (a) prior to using the Services in connection with any Authorized User, Customer shall have obtained any necessary consent to contact such Authorized User via the Services in such form as required to comply with applicable law; (b) that its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Company's system or data; or (v) otherwise violate any privacy or other right of any third party.

**6.3 Authorized User Access.** Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. Each Authorized user must be granted a unique User ID. User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and Company will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify Company of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Customer.

**6.4 Customer Responsibility for Access, Content and Security.** Except to the extent expressly specified on the Price Quote for Services, Company is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Price Quote for Services.

**Virtual Services Agreement****7. WARRANTIES AND DISCLAIMERS**

**7.1 Limited Warranty.** Company warrants that it will make commercially reasonable efforts to maintain the online availability of the Services. CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR COMPANY TO REPAIR THE NON-CONFORMING SERVICE, OR IF COMPANY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN COMPANY MAY TERMINATE ACCESS TO THE SERVICES AND REFUND A PORTION OF THE FEE.

**7.2 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

**8. LIMITATION OF LIABILITY.** EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE APPLICABLE SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

**9. CONFIDENTIALITY; PRIVACY**

**9.1 Confidentiality.** During the Term, each party ("Disclosing Party") may provide the other party ("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

**9.2 Privacy.** Company will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations ("Applicable Laws") applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy Act and the Children's Online Privacy Protection Act. Company's Privacy Policy (as may be updated by Company from time to time), which is incorporated by reference into these terms and conditions, contains additional terms regarding Company's use of Confidential Student Information. Customers and Authorized

**Virtual Services Agreement**

Users may view Company's privacy policy at <https://www.imaginelearning.com/privacy> ("Privacy Policy"). Customer is responsible for providing notice of its own privacy policy to parents of its students and is solely responsible for obtaining any necessary parental consents for students to use the Services.

**9.3 Data Security.** Company agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. Company shall implement and maintain commercially reasonable administrative, technical and physical security measures designed to protect Confidential Information from unauthorized access, disclosure and use. Company will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. Company will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. Company will cooperate with the Customer to comply with any applicable data breach notification laws.

**9.4 Aggregated and De-Identified Data.** Company may use aggregated data and De-Identified Data for product development, research, marketing, and other purposes as set forth in the Company's Privacy Policy.

**9.5 Confidential Student Information Return and Destruction.** Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, Company shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that Company knows it possesses to the extent that destruction is reasonably practicable. Company shall not be required to return or destroy aggregated data or De-Identified Data. Customer acknowledges that some data may remain in archive or other files following Company's commercially reasonable attempt to return or destroy Confidential Student Information. Company may transfer Confidential Student Information and De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation or sale of substantially all of its assets pursuant to Section 13 of this Agreement.

**10. INDEMNIFICATION**

**10.1 By COMPANY.** Company shall indemnify, defend and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent or other intellectual property right of a third party, and Company shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Company. If any portion of the Services becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to Company for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the foregoing, Company shall have no obligation under this Section 10.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software or data not supplied by Company; or (iii) any modification of the Services by any person other than Company or its authorized agents. This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Company, and any of the officers, directors, employees, shareholders, contractors or representatives of Company, for claims and actions described in this Section 10.1.

**10.2 By Customer.** To the maximum extent allowed by applicable law, Customer shall indemnify defend and hold harmless Company against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation its provision and Company's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from any Authorized User or other end users, (b) Customer's

**Virtual Services Agreement**

unauthorized use of Services hereunder and/or (c) Customer's breach or alleged breach of any of its covenants, representations or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 10.2 states the sole and exclusive remedy of Company and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors or representatives of Customer, for the claims and actions described in this Section 10.2.

Nothing contained in this Agreement shall be interpreted or construed to mean that the School Board waives its common law sovereign immunity or the limits of liability set forth in Florida statutes s.768.28.

**10.3 Procedure.** The Indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the Indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

**11. TERM AND TERMINATION**

**11.1 Term.** This Agreement shall be for the term (the "Initial Term") of any Services purchased pursuant to a Price Quote for Services and shall thereafter renew for one (1) year terms (each a "Renewal Term") upon the mutual written consent of the parties prior to the expiration of the then-current term. The Initial Term and the Renewal Terms (if any) are, collectively, the "Term." Customer only has the right to use the Services during the Term.

**11.2 Termination.** Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach.

**11.3 Effect of Termination.** Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) Company shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued through the effective date of termination. Sections 3.3, 6.4, 7, 8, 9, 10, 11.3, 12 and 13 will survive the expiration or termination of this Agreement.

**12. GOVERNING LAW AND VENUE** If Customer is a public school or district or other state or municipal governmental agency (a "Public School"), this Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona. Each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to the conduct of any such suit or action in any state or federal court located in the state where the Customer resides, if Customer is a Public School. If Customer is not a Public School, such venue shall be state or federal court located in Phoenix, Arizona. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.

**13. MISCELLANEOUS.**

**13.1 Press Releases.** If requested by Company, Customer agrees to cooperate in good faith with Company on a press release following execution of this Agreement and agrees to allow Company to list (using Customer's name and/or Customer's logo, as determined by Company) Customer as a customer on Company's website or in documentation to be shared electronically or in print.

**13.2 Independent Contractors.** The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the



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**Virtual Services Agreement**

other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party.

**13.3 No Additional Terms and Order of Precedence.** These Terms and Conditions, together with the attached Price Quote for Services(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Price Quote for Services and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Price Quote for Services.

**13.4 Severability.** In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect.

**13.5 Assignment.** Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation or sale of substantially all of its business or assets related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

**13.6 Force Majeure.** Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, war, terrorism, strikes, failure of suppliers, fires, floods or earthquakes.

**13.7 Export.** The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws.

**13.8 Notice.** Any notice given under this Agreement shall be in writing and shall be sent via priority mail by a nationally recognized express delivery service addressed to the address and the signatory set forth in the Price Quote for Services set forth above. Such notice shall also be sent via email to the email address set forth in the Price Quote for Services set forth above.

**13.9 No Third Party Beneficiary.** There are no third-party beneficiaries to this Agreement.

**13.10 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

**Virtual Services Agreement****Addendum for Instructional Services and Professional Development**

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional Services or Professional Development Services from Imagine Learning LLC and its affiliates and subsidiaries ("Company"). In the event of a conflict between these additional terms and the Company's Terms and Conditions of Company Services, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services. Capitalized terms used, but not defined, in this addendum have the meanings set forth in the Term and Conditions of Company Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Company for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Services.
3. **HOURS OF AVAILABILITY.** Company Instructional and Professional Development Services will be available during the business hours specified by Company, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the term of Customer's purchase of Services. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Company cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Company will provide virtual access to teachers or coaches (or both) ("Company Instructors") who are hired, trained, supervised, and paid by Company, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Services (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Company Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
  - a. **Instructor Requirements.** Customer shall be responsible for advising Company of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Company Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Company shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Company Instructors, and for ensuring that all Company Instructors meet and comply with Instructor Requirements.
  - b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Company's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs ("IEP"); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Company will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Company. Customer shall be solely responsible for the costs of any required adjustments or accommodations.

**Virtual Services Agreement**

- c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.
  - d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for ensuring the accuracy and completeness of student information used, relied upon, or reported by Company in providing the Instructional Services, and shall promptly notify Company if any student information needs to be corrected or updated. Upon notice to Customer, Company reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.
6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Company may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Services, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.
- a. **Charges for PD Services.** Before delivering Professional Development Services, Company must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Services must be completed. Professional Development Services will be available for use by Customer only during the Term of the Subscription.
  - b. **Use of Customer's Facilities.** If Company will be providing any PD Services at Customer's premises, Customer shall advise Company in advance of any Instructor Requirements for Company personnel, and Company will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.
  - c. **Forfeiture & Cancellation of PD Services.** Professional Development services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. Customer agrees to reimburse Company for travel and other out-of-pocket expenses incurred if Professional Development services are changed or cancelled less than 48 hours prior to the scheduled delivery date. Company reserves time exclusively for the Customer once Professional Development services have been scheduled. If Customer is a no-show or cancels scheduled Professional Development services in less than 48 hours before the scheduled delivery date, Customer may be charged for the scheduled services. The Parties must document in writing and sign any and all grace periods or extension of time for delivery of Professional Development Services.
7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Company as part of Instructional or PD Services are the property of Company, and customer may not record, reproduce or copy such content without Company's express written authorization.

**Virtual Services Agreement****ATTACHMENT E****1. E-Verify. Effective July 1, 2020**

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.

**B. Subcontractors**

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary)



**FLORIDA VIRTUAL SCHOOL**

**Amendment 2 to**

**Franchise Agreement for State of Florida School District with  
The School Board of Suwannee County, Florida**

---

THIS SECOND AMENDMENT to the Franchise Agreement for State of Florida School District (the "Amendment") is entered into effective May 4, 2022 and is by and between the School Board of Suwannee County, Florida (formerly noted in the Agreement as Suwannee County School Board, and defined herein as the "District") and Florida Virtual School ("FLVS"). District and FLVS are hereinafter collectively referred to as the "Parties" or "Party."

1. Background. This Amendment pertains to the Franchise Agreement for State of Florida School District dated effective July 1, 2020 for a term of three (3) years ending June 30, 2023 (the "Agreement") between FLVS and the District. The capitalized terms used herein shall have the same definitions set forth in the Agreement, unless specifically otherwise indicated in this Amendment.

2. Amendment. The Parties agree to the following amendments to the Agreement as of the Effective Date:

A. The Terms and Conditions of the Agreement set forth in ARTICLE 8 – GENERAL, Section 8.14 Notice, is deleted in its entirety and replaced with the following:

**Notice**

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

To FLVS: Florida Virtual School - Procurement  
2145 Metrocenter Blvd. Suite 100  
Orlando, FL 32835\*

With a Copy to: Office of General Counsel  
Florida Virtual School  
2145 Metrocenter Blvd., Suite 100  
Orlando, FL 32835\*

\*After August 1, 2022, FLVS's address is: 5422 Carrier Drive, Suite107, Orlando, FL 32819.

To Customer: Superintendent of Schools  
The School Board of Suwannee County, Florida  
1740 Ohio Avenue South  
Live Oak, FL 32064.

B. The Terms and Conditions of the Agreement set forth in ARTICLE 8 – GENERAL, is hereby amended by adding a new Section 8.19 as follows:

8.19 **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

C. For the 2022-23 school year commencing July 1, 2022, Appendix A (Course List and Fees), is deleted in its entirety and replaced with the with the annual updated Appendix A attached hereto and incorporated herein by this reference.

3. **Authority; Further Assurances.** FLVS and the District represent and warrant to each other that each Party has full right and authority to execute and perform its obligations under the Agreement as modified by this Amendment, and each Party and the person(s) signing this Amendment on each Party's behalf represent and warrant to the other Party that such person(s) are duly authorized to execute this Amendment on the respective Party's behalf without further consent or approval by anyone.

4. **Miscellaneous.** This Amendment is the entire agreement of the Parties regarding modifications of the Agreement provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the Party against whom the modification is sought to be enforced, and shall bind and benefit the Parties and their respective successors, legal representatives and assigns. The Agreement is ratified and confirmed in full force and effect in accordance with its terms, as amended hereby. In the event of any conflict between the Agreement and this Amendment, the provisions of this Amendment shall control.

5. **Signatures.** This Amendment may be executed via facsimile or electronic signature and in one or more counterparts, each of which will be deemed an original, but all such facsimiles or electronic signatures and counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the date first above written.

**ACKNOWLEDGED AND AGREED BY:**

<u>Chairperson, Suwannee County School Board</u>	
<b>DISTRICT NAME: The School Board of Suwannee County, Florida</b>	
By (Authorized Signature)	Date Signed
Printed Name and Title of Person Signing: Ted L. Roush, Superintendent of Schools	
Address: 1740 Ohio Avenue South, Live Oak, FL 32064.	
"Approved as to Form and Sufficiency BY	
<b>Florida Virtual School</b>	
By (Authorized Signature)	Date Signed
Louis Algaze Digitally signed by Louis Algaze Date: 2022.05.04 11:23:51 -04'00'	
Printed Name and Title of Person Signing: Louis J. Algaze, Ph.D. - President & CEO	
Address: 2145 Metrocenter Blvd, Suite 100, Orlando, FL 32835*	
*After August 1, 2022, FLVS's address is: 5422 Carrier Drive, Suite 107 Orlando, FL 32819	
<b>Leonard J. Dietzen, III Rumberger, Kirk &amp; Caldwell, P.A. Suwannee School Board Attorney"</b>	
Approved as to legal form: Karen M. Chastain Digitally signed by Karen M. Chastain Date: 2022.05.04 09:17:41 -04'00'	
<b>FLVS Office of General Counsel</b>	



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## FLORIDA DISTRICT FRANCHISE AGREEMENT

### **APPENDIX A - Course List and Fees**

**Effective July 1, 2022 to June 30, 2023**

The Licensed Materials, which are the subject of the Florida Virtual School (FLVS) Franchise Agreement, including Licensed Course Content, Third Party Components, FLVS Virtual School Administrator, Registration, Student Information System, and the FLVS Learning Management System granted to the District and the fees payable to FLVS are outlined in the following table, "FLVS Course Offerings".

This list includes the most current version of all FLVS courses available for public release, except for those still in a pilot or BETA phase of development.

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

#### **1. Fees**

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

<b>FLVS Course Offerings</b>	
<b>Course Name (franchise only offering)</b>	<b>Price</b>
<b>ENGLISH/LANGUAGE ARTS</b>	
Advanced Placement English Language and Composition	43.00
Advanced Placement English Literature and Composition	43.00
English 1	43.00
English 1 for Credit Recovery*	43.00
English 2	43.00
English 2 for Credit Recovery*	43.00
English 3	43.00
English 3 for Credit Recovery*	43.00
English 4	43.00
English 4 for Credit Recovery*	43.00
English 4: Florida College Prep	43.00



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Journalism 1	43.00
M/J Language Arts 1	43.00
M/J Language Arts 2	43.00
M/J Language Arts 3	43.00
Social Media 1	43.00
<b>MATHEMATICS</b>	
Advanced Placement Calculus AB	48.00
Advanced Placement Calculus BC	48.00
Advanced Placement Statistics	43.00
Algebra 1	43.00
Algebra 1 for Credit Recovery*	43.00
Algebra 2	43.00
Calculus Honors	48.00
Geometry	43.00
Geometry for Credit Recovery*	43.00
M/J Grade 6 Mathematics	43.00
M/J Grade 7 Mathematics	43.00
M/J Grade 8 Pre-Algebra	43.00
Mathematics for College Readiness	55.00
Pre-Calculus Honors	43.00
Probability & Statistics with Applications Honors	43.00
<b>SCIENCE</b>	
Advanced Placement Biology	43.00
Advanced Placement Environmental Science	43.00
Anatomy and Physiology	43.00
Biology 1	43.00
Biology 1 for Credit Recovery*	43.00
Chemistry 1	43.00
Chemistry 1 for Credit Recovery*	43.00
Earth/Space Science	43.00
Environmental Science (Guy Harvey)	43.00
M/J Comprehensive Science 1	43.00
M/J Comprehensive Science 2	43.00
M/J Comprehensive Science 3	43.00
Marine Science 1	43.00
Physical Science	43.00
Physics 1	43.00





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SOCIAL STUDIES	
Advanced Placement Human Geography	43.00
Advanced Placement Macroeconomics	43.00
Advanced Placement Microeconomics	43.00
Advanced Placement Psychology	56.00
Advanced Placement United States Government and Politics	76.00
Advanced Placement United States History	63.00
Economics	43.00
Economics with Financial Literacy	43.00
Economics with Financial Literacy for Credit Recovery*	43.00
M/J Civics	43.00
M/J United States History	43.00
M/J World History	43.00
Personal Financial Literacy	43.00
Psychology 1	43.00
United States Government	43.00
United States Government for Credit Recovery*	43.00
United States History	43.00
United States History for Credit Recovery*	43.00
World History	43.00
World History for Credit Recovery*	43.00
ART/MUSIC	
Advanced Placement Art History	43.00
Art History and Criticism 1 Honors	43.00
Digital Art Imaging 1	46.00
Guitar 1	58.00
M/J Guitar 1	58.00
M/J Visual Art 1	43.00
M/J Visual Art 2	43.00
Music of the World	43.00
CAREER AND LIFE SKILLS	
Accounting Applications 1	73.00
Advanced Placement Computer Science A (STEM)	53.00
Career Research and Decision Making	65.00
Critical Thinking and Study Skills	65.00
Driver Education/Traffic Safety - Classroom	69.00



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Leadership Skills Development	65.00
M/J Career Research & Decision Making	43.00
M/J Critical Thinking, Problem Solving, and Learning Strategies	43.00
M/J Peer Counseling 1	65.00
Parenting Skills	43.00
Peer Counseling 1	65.00
Peer Counseling 2	65.00
Peer Counseling 2 ELL	65.00
<b>CAREER TECHNICAL EDUCATION</b>	
Agriscience Foundations 1	43.00
Agriculture Communications 2	43.00
Computer & Network Security Fundamentals	57.00
Criminal Justice Operations 1	43.00
Cybersecurity Essentials	43.00
Digital Information Technology	43.00
Foundations of Programming	43.00
Introduction to Hospitality & Tourism	43.00
Introduction to the Teaching Profession	45.00
M/J Business Keyboarding	43.00
M/J Coding Fundamentals	43.00
Procedural Programming	43.00
Technology for Hospitality and Tourism	43.00
<b>HEALTH/PHYSICAL EDUCATION</b>	
Fitness Lifestyle Design	43.00
Health 1 - Life Management Skills	43.00
HOPE - Physical Education (Core)	43.00
M/J Comprehensive Physical Education Grade 6/7	43.00
M/J Comprehensive Physical Education Grade 7/8	43.00
M/J Fitness - Grade 6	43.00
Outdoor Education	76.00
Personal Fitness	43.00
<b>WORLD LANGUAGE</b>	
American Sign Language 1	43.00
American Sign Language 2	43.00
Chinese 1	43.00
Chinese 2	43.00



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Chinese 3 Honors	43.00
French 1	43.00
French 2	43.00
Hebrew 1	43.00
Hebrew 2	43.00
Latin 1	43.00
Latin 2	43.00
Latin 3 Honors	43.00
M/J Spanish, Beginning	43.00
M/J Spanish, Intermediate	43.00
Spanish 1	43.00
Spanish 2	43.00
Spanish 3 Honors	43.00
Spanish 4 Honors	43.00
Spanish for Spanish Speakers 1	43.00
<b>ELEMENTARY</b>	
Language Arts - Kindergarten	43.00
Language Arts - Grade One	43.00
Language Arts - Grade Two	43.00
Language Arts - Grade Three	43.00
Language Arts - Grade Four	43.00
Language Arts - Grade Five	43.00
Mathematics - Kindergarten	43.00
Mathematics - Grade One	43.00
Mathematics - Grade Two	43.00
Mathematics - Grade Three	43.00
Mathematics - Grade Four	43.00
Mathematics - Grade Five	43.00
Science - Kindergarten	43.00
Science - Grade One	43.00
Science - Grade Two	43.00
Science - Grade Three	43.00
Science - Grade Four	43.00
Science - Grade Five	43.00
Social Studies - Kindergarten	43.00
Social Studies - Grade One	43.00
Social Studies - Grade Two	43.00



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Social Studies - Grade Three	43.00
Social Studies – Grade Four	43.00
Social Studies – Grade Five	43.00
Introduction to Computer Science K	43.00
Introduction to Computer Science 1	43.00
Introduction to Computer Science 2	43.00
Introduction to Computer Science 3	43.00
Introduction to Computer Science 4	43.00
Introduction to Computer Science 5	43.00
Elementary Spanish Introductory Level	43.00
Elementary Spanish 1	43.00
Elementary Spanish 2	43.00
Elementary Spanish 3	43.00
Elementary Spanish 4	43.00
Elementary Spanish 5	43.00
Elementary Physical Education K	43.00
Elementary Physical Education 1	43.00
Elementary Physical Education 2	43.00
Elementary Physical Education 3	43.00
Elementary Physical Education 4	43.00
Elementary Physical Education 5	43.00
Art - Grade Kindergarten	43.00
Art - Grade 1	43.00
Art - Grade 2	43.00
Art - Intermediate 1 - Grade 3	43.00
Art - Intermediate 2 - Grade 4	43.00
Art - Intermediate 3 - Grade 5	43.00

[END]

**FLORIDA VIRTUAL SCHOOL****Amendment 2 to****Franchise Agreement for State of Florida School District with  
The School Board of Suwannee County, Florida**

---

THIS SECOND AMENDMENT to the Franchise Agreement for State of Florida School District (the "Amendment") is entered into effective May 4, 2022 and is by and between the School Board of Suwannee County, Florida (formerly noted in the Agreement as Suwannee County School Board, and defined herein as the "District") and Florida Virtual School ("FLVS"). District and FLVS are hereinafter collectively referred to as the "Parties" or "Party."

1. Background. This Amendment pertains to the Franchise Agreement for State of Florida School District dated effective July 1, 2020 for a term of three (3) years ending June 30, 2023 (the "Agreement") between FLVS and the District. The capitalized terms used herein shall have the same definitions set forth in the Agreement, unless specifically otherwise indicated in this Amendment.

2. Amendment. The Parties agree to the following amendments to the Agreement as of the Effective Date:

A. The Terms and Conditions of the Agreement set forth in ARTICLE 8 – GENERAL, Section 8.14 Notice, is deleted in its entirety and replaced with the following:

**Notice**

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

To FLVS: Florida Virtual School - Procurement  
2145 Metrocenter Blvd. Suite 100  
Orlando, FL 32835\*

With a Copy to: Office of General Counsel  
Florida Virtual School  
2145 Metrocenter Blvd., Suite 100  
Orlando, FL 32835\*

\*After August 1, 2022, FLVS's address is: 5422 Carrier Drive, Suite 107, Orlando, FL 32819.

To Customer: Superintendent of Schools  
The School Board of Suwannee County, Florida  
1740 Ohio Avenue South  
Live Oak, FL 32064.

B. The Terms and Conditions of the Agreement set forth in ARTICLE 8 – GENERAL, is hereby amended by adding a new Section 8.19 as follows:

# INFO ONLY

## SCSB 2023-11 (REVISED RENEWAL)

(Amendment to SCSB 2021-62; previously approved on 07/28/2020)

8.19 **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, the Parties shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

C. For the 2022-23 school year commencing July 1, 2022, Appendix A (Course List and Fees), is deleted in its entirety and replaced with the with the annual updated Appendix A attached hereto and incorporated herein by this reference.

3. **Authority; Further Assurances.** FLVS and the District represent and warrant to each other that each Party has full right and authority to execute and perform its obligations under the Agreement as modified by this Amendment, and each Party and the person(s) signing this Amendment on each Party's behalf represent and warrant to the other Party that such person(s) are duly authorized to execute this Amendment on the respective Party's behalf without further consent or approval by anyone.

4. **Miscellaneous.** This Amendment is the entire agreement of the Parties regarding modifications of the Agreement provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the Party against whom the modification is sought to be enforced, and shall bind and benefit the Parties and their respective successors, legal representatives and assigns. The Agreement is ratified and confirmed in full force and effect in accordance with its terms, as amended hereby. In the event of any conflict between the Agreement and this Amendment, the provisions of this Amendment shall control.

5. **Signatures.** This Amendment may be executed via facsimile or electronic signature and in one or more counterparts, each of which will be deemed an original, but all such facsimiles or electronic signatures and counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as of the date first above written.

### ACKNOWLEDGED AND AGREED BY:

<b>DISTRICT NAME:</b> The School Board of Suwannee County, Florida		Chairperson, Suwannee County School Board
By (Authorized Signature)	Date Signed	
Printed Name and Title of Person Signing: Ted L. Roush, Superintendent of Schools		"Approved as to Form and Sufficiency: BY
Address: 1740 Ohio Avenue South, Live Oak, FL 32064.		Leonard J. Dietzen, III Rumberger, Kirk & Caldwell, P.A. Suwannee School Board Attorney
<b>Florida Virtual School</b>		
By (Authorized Signature)	Date Signed	
Louis Algaze Digitally signed by Louis Algaze Date: 2022.05.04 11:25:51 -04'00'		
Printed Name and Title of Person Signing: Louis J. Algaze, Ph.D. - President & CEO		
Address: 2145 Metrocenter Blvd, Suite 100, Orlando, FL 32835*		
*After August 1, 2022, FLVS's address is: 5422 Carrier Drive, Suite 107 Orlando, FL 32819		

Approved as to legal form: Karen M. Chastain  
FLVS Office of General Counsel  
Digitally signed by Karen M. Chastain  
Date: 2022.05.04 09:17:41 -04'00'

FLORIDA VIRTUAL  
SCHOOL**FLORIDA DISTRICT FRANCHISE AGREEMENT****APPENDIX A - Course List and Fees****Effective July 1, 2022 to June 30, 2023**

The Licensed Materials, which are the subject of the Florida Virtual School (FLVS) Franchise Agreement, including Licensed Course Content, Third Party Components, FLVS Virtual School Administrator, Registration, Student Information System, and the FLVS Learning Management System granted to the District and the fees payable to FLVS are outlined in the following table, "FLVS Course Offerings".

This list includes the most current version of all FLVS courses available for public release, except for those still in a pilot or BETA phase of development.

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

**1. Fees**

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

<b>FLVS Course Offerings</b>	
<b>Course Name (Franchise only offering)</b>	<b>Price</b>
<b>ENGLISH/LANGUAGE ARTS</b>	
Advanced Placement English Language and Composition	43.00
Advanced Placement English Literature and Composition	43.00
English 1	43.00
English 1 for Credit Recovery*	43.00
English 2	43.00
English 2 for Credit Recovery*	43.00
English 3	43.00
English 3 for Credit Recovery*	43.00
English 4	43.00
English 4 for Credit Recovery*	43.00
English 4: Florida College Prep	43.00



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Journalism 1	43.00
M/J Language Arts 1	43.00
M/J Language Arts 2	43.00
M/J Language Arts 3	43.00
Social Media 1	43.00
<b>MATHEMATICS</b>	
Advanced Placement Calculus AB	48.00
Advanced Placement Calculus BC	48.00
Advanced Placement Statistics	43.00
Algebra 1	43.00
Algebra 1 for Credit Recovery*	43.00
Algebra 2	43.00
Calculus Honors	48.00
Geometry	43.00
Geometry for Credit Recovery*	43.00
M/J Grade 6 Mathematics	43.00
M/J Grade 7 Mathematics	43.00
M/J Grade 8 Pre-Algebra	43.00
Mathematics for College Readiness	55.00
Pre-Calculus Honors	43.00
Probability & Statistics with Applications Honors	43.00
<b>SCIENCE</b>	
Advanced Placement Biology	43.00
Advanced Placement Environmental Science	43.00
Anatomy and Physiology	43.00
Biology 1	43.00
Biology 1 for Credit Recovery*	43.00
Chemistry 1	43.00
Chemistry 1 for Credit Recovery*	43.00
Earth/Space Science	43.00
Environmental Science (Guy Harvey)	43.00
M/J Comprehensive Science 1	43.00
M/J Comprehensive Science 2	43.00
M/J Comprehensive Science 3	43.00
Marine Science 1	43.00
Physical Science	43.00
Physics 1	43.00





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<b>SOCIAL STUDIES</b>	
Advanced Placement Human Geography	43.00
Advanced Placement Macroeconomics	43.00
Advanced Placement Microeconomics	43.00
Advanced Placement Psychology	56.00
Advanced Placement United States Government and Politics	76.00
Advanced Placement United States History	63.00
Economics	43.00
Economics with Financial Literacy	43.00
Economics with Financial Literacy for Credit Recovery*	43.00
M/J Civics	43.00
M/J United States History	43.00
M/J World History	43.00
Personal Financial Literacy	43.00
Psychology 1	43.00
United States Government	43.00
United States Government for Credit Recovery*	43.00
United States History	43.00
United States History for Credit Recovery*	43.00
World History	43.00
World History for Credit Recovery*	43.00
<b>ART/MUSIC</b>	
Advanced Placement Art History	43.00
Art History and Criticism 1 Honors	43.00
Digital Art Imaging 1	46.00
Guitar 1	58.00
M/J Guitar 1	58.00
M/J Visual Art 1	43.00
M/J Visual Art 2	43.00
Music of the World	43.00
<b>CAREER AND LIFE SKILLS</b>	
Accounting Applications 1	73.00
Advanced Placement Computer Science A (STEM)	53.00
Career Research and Decision Making	65.00
Critical Thinking and Study Skills	65.00
Driver Education/Traffic Safety - Classroom	69.00



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Leadership Skills Development	65.00
M/J Career Research & Decision Making	43.00
M/J Critical Thinking, Problem Solving, and Learning Strategies	43.00
M/J Peer Counseling 1	65.00
Parenting Skills	43.00
Peer Counseling 1	65.00
Peer Counseling 2	65.00
Peer Counseling 2 ELL	65.00
<b>CAREER TECHNICAL EDUCATION</b>	
Agriscience Foundations 1	43.00
Agriculture Communications 2	43.00
Computer & Network Security Fundamentals	57.00
Criminal Justice Operations 1	43.00
Cybersecurity Essentials	43.00
Digital Information Technology	43.00
Foundations of Programming	43.00
Introduction to Hospitality & Tourism	43.00
Introduction to the Teaching Profession	45.00
M/J Business Keyboarding	43.00
M/J Coding Fundamentals	43.00
Procedural Programming	43.00
Technology for Hospitality and Tourism	43.00
<b>HEALTH/PHYSICAL EDUCATION</b>	
Fitness Lifestyle Design	43.00
Health 1 - Life Management Skills	43.00
HOPE - Physical Education (Core)	43.00
M/J Comprehensive Physical Education Grade 6/7	43.00
M/J Comprehensive Physical Education Grade 7/8	43.00
M/J Fitness - Grade 6	43.00
Outdoor Education	76.00
Personal Fitness	43.00
<b>WORLD LANGUAGE</b>	
American Sign Language 1	43.00
American Sign Language 2	43.00
Chinese 1	43.00
Chinese 2	43.00



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Chinese 3 Honors	43.00
French 1	43.00
French 2	43.00
Hebrew 1	43.00
Hebrew 2	43.00
Latin 1	43.00
Latin 2	43.00
Latin 3 Honors	43.00
M/J Spanish, Beginning	43.00
M/J Spanish, Intermediate	43.00
Spanish 1	43.00
Spanish 2	43.00
Spanish 3 Honors	43.00
Spanish 4 Honors	43.00
Spanish for Spanish Speakers 1	43.00
<b>ELEMENTARY</b>	
Language Arts - Kindergarten	43.00
Language Arts - Grade One	43.00
Language Arts - Grade Two	43.00
Language Arts - Grade Three	43.00
Language Arts - Grade Four	43.00
Language Arts - Grade Five	43.00
Mathematics - Kindergarten	43.00
Mathematics - Grade One	43.00
Mathematics - Grade Two	43.00
Mathematics - Grade Three	43.00
Mathematics - Grade Four	43.00
Mathematics - Grade Five	43.00
Science - Kindergarten	43.00
Science - Grade One	43.00
Science - Grade Two	43.00
Science - Grade Three	43.00
Science - Grade Four	43.00
Science - Grade Five	43.00
Social Studies - Kindergarten	43.00
Social Studies - Grade One	43.00
Social Studies - Grade Two	43.00



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Social Studies - Grade Three	43.00
Social Studies – Grade Four	43.00
Social Studies – Grade Five	43.00
Introduction to Computer Science K	43.00
Introduction to Computer Science 1	43.00
Introduction to Computer Science 2	43.00
Introduction to Computer Science 3	43.00
Introduction to Computer Science 4	43.00
Introduction to Computer Science 5	43.00
Elementary Spanish Introductory Level	43.00
Elementary Spanish 1	43.00
Elementary Spanish 2	43.00
Elementary Spanish 3	43.00
Elementary Spanish 4	43.00
Elementary Spanish 5	43.00
Elementary Physical Education K	43.00
Elementary Physical Education 1	43.00
Elementary Physical Education 2	43.00
Elementary Physical Education 3	43.00
Elementary Physical Education 4	43.00
Elementary Physical Education 5	43.00
Art - Grade Kindergarten	43.00
Art - Grade 1	43.00
Art - Grade 2	43.00
Art - Intermediate 1 - Grade 3	43.00
Art - Intermediate 2 - Grade 4	43.00
Art - Intermediate 3 - Grade 5	43.00

[END]



**Florida Virtual School  
Franchise Agreement**

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

THIS FLORIDA VIRTUALSCHOOL FRANCHISE AGREEMENT FOR STATE OF FLORIDA SCHOOL DISTRICT ("Agreement") made and entered into this 1st day of July, 2020, by and between the Board of Trustees of the Florida Virtual School (hereinafter referred to as "FLVS"), having its principal office at 2145 Metrocenter Boulevard, Orlando, Florida, 32835 and Suwannee County School Board, (hereinafter referred to as "Customer"), having its principal place of business at 1740 Ohio Ave. S., Live Oak, FL 32064, provides as follows:

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

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

WHEREAS, Florida Statute 1002.37(2)(i) authorizes FLVS to enter into franchise agreements with Florida school districts;

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

1. FLVS hereby issues this franchise pursuant to the terms and conditions contained herein and contained in the FLVS Franchise Agreement TERMS AND CONDITIONS, which is attached hereto and incorporated herein. This Franchise Agreement shall include the following documents which are attached hereto and incorporated herein by reference: 1) FLVS Franchise Agreement Terms and Conditions; 2) Appendix A Components; 3) Appendix B Licensed Materials Terms and Conditions; 4) Appendix C Teacher Guidelines; 5) Appendix D Steps for Enforcement; 6) Appendix E Florida Virtual School Franchise Branding and Media Policy; and 7) Appendix F Florida Services Additional Terms.

2. Customer hereby agrees to accept said Franchise Agreement for:

- a)   X   three (3) academic school year terms, July 1, 2020 through June 30, 2023
- b)        one (1) academic school year term, July 1, 2020 through June 30, 2021

In accepting the franchise agreement Customer does hereby agree to be bound by and comply

**Florida Virtual School  
Franchise Agreement**

with all terms and conditions contained herein.

3. Customer shall pay to FLVS the franchise fees described in Appendix A. The franchise fee shall be due and paid as provided for in Appendix A, pursuant to the provisions of the Local Government Prompt Payment Act after receipt of FLVS's invoice. The Local Government Prompt Payment Act requires the School Board to pay a correct and undisputed invoice within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. The School Board shall incur no obligation for payment until issuance of a Purchase Order to FLVS. Failure to pay the franchise fees when due shall be grounds for the immediate termination or suspension of all services due by FLVS hereunder.

All overdue (90-plus days) accounts are subject to the late fees set forth in the Local Government Prompt Payment Act, ss. 218.70-218.80, Florida Statutes, and may be denied access to FLVS content in the discretion of FLVS. This franchise agreement will be suspended until payment is received by FLVS.

4. The term shall be effective on the effective date for a period of three (3) years or one (1) year; whichever option is chosen and shall terminate in accordance with this article. Either party may by notice in writing terminate this agreement if (i) the other party breaches or fails to observe or perform any of its obligations set forth out in this agreement, including failure to pay franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefits of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws or if proceedings for the appointment of a trustee, custodian, receiver or receiver manager for either party are commenced, or if either party ceases or threatens to cease to carry on business; or (iii) without cause upon ninety (90) days' written notice by FLVS or Customer to the other party of its termination of the agreement.

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

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

7. This agreement and the FLVS Franchise Agreement TERMS AND CONDITIONS represent the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein.

# INFO ONLY



SCSB 2021-62 (REVISED/RENEWAL)

## Florida Virtual School Franchise Agreement

### FLORIDA VIRTUAL SCHOOL

Signature

Louis J. Algaze, Ph. D

Name:

Executive Director & CEO

Title

7/16/2020

Date

### CUSTOMER

Signature

Ted L. Roush

Name

Superintendent of Schools

Title

JUL 28 2020

Date

Chairperson, Suwannee County School Board

"Approves to Form and Sufficiency

By

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"



**Florida Virtual School  
Franchise Agreement**

**FLVS Franchise Agreement  
TERMS AND CONDITIONS**

**ARTICLE 1 – INTERPRETATION**

**1.1 DEFINITIONS**

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

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





**Florida Virtual School  
Franchise Agreement**

property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.

- l) **"Learning Management Systems or LMS"** means the software-based system ("Platform") that must be utilized to access the Licensed Course Content.
- m) **"License"** means Customer's license to use the Licensed Materials described in Appendix A.
- n) **"License Fees"** means the license fees to be paid by the Customer to FLVS, which are described in Section 4.1.
- o) **"Licensed Course Content"** means the Components of the FLVS Course Content in object code format licensed to Customer hereunder and described in Appendix A and such additional third-party Components required as part of the FLVS Course Content.
- p) **"Licensed Materials"** means the Licensed Course Content, LMS, Virtual School Administrator, Documentation and included Renewal Releases and updates, which FLVS and (LMS Software) may from time to time provide to Customer.
- q) **"Platform Provider"** means learning management system provider.
- r) **"Virtual School Administrator (VSA) License"** means the licenses and associated restrictions with respect to the Licensed Virtual School Administrator.
- s) **"Customer"** means the state of Florida School District, FLVS is contracting with.

**ARTICLE 2 – LICENSE**

**2.1 LICENSED MATERIALS**

**Course Content and Materials**

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

**Florida Virtual School  
Franchise Agreement****2.2 Third Party Users**

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

**ARTICLE 3 – DELIVERY AND INSTALLATION****3.1 Delivery of Licensed Materials**

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

**3.2 Software Security**

- a) The Customer will ensure all reasonable measures are taken to protect the Licensed Materials from any unauthorized use.
- b) FLVS will ensure all reasonable measures are taken to protect the Customer Data while in use at the FLVS site. Reasonable measures include, but are not limited to, the Customer Data being stored on a secure server in a secured building behind an internet firewall with role-based level password protection for all access to such data. The provider warrants that, within seven business day of a written request by the Customer, for Customer data related to the program, FLVS shall provide such data to the Customer.

**3.3 Background Screening**

As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida Law, specifically, but not limited to the requirements of Jessica Lunsford Act, 1012.465 F.S.



**Florida Virtual School  
Franchise Agreement**

**ARTICLE 4 – PRICE AND PAYMENT TERMS**

**4.1 License Fees**

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

**ARTICLE 5 – PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION**

**5.1 Title to Licensed Materials**

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

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

**Florida Virtual School  
Franchise Agreement**

infringement by FLVS of any third-party patent, copyright or trademark or (ii) misappropriation by FLVS of any third-party trade secret in connection with the foregoing. FLVS will indemnify and hold harmless the Customer, its officers, agents, employees, successors and assigns from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the Customer, its officers, agents, employees, successors and assigns. If FLVS uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. The parties shall also be bound by any applicable federal law as it relates to the use of any federal monies for the license under this Agreement. If FLVS's software becomes or is likely to become the subject of an infringement claim, FLVS may at its option and expense, either: (a) procure for the School Board the right to continue using such software; (b) replace or modify the affected software so it becomes non-infringing and remains functionally equivalent; or (c) require the return of the affected software, allow the School Board to return other software intended to operate with the affected software, and refund to the School Board the portion of the license agreement price attributable to the returned product, prorated in accordance with the unused portion of the term.

**5.2 Confidential Information**

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

**5.3 Protection and Proprietary Rights**

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



**Florida Virtual School  
Franchise Agreement**

- c) The Customer hereby agrees that FLVS is the owner of all rights intellectual and otherwise for the Course Content and Virtual School Administrator product that will be provided and has the legal right to franchise and charge a fee for the use of that material and the legal right for an injunction. The discretion of Florida Virtual School on all matters concerning the intellectual property shall be final, conclusive and binding on the Customer.

**5.4 Audit Rights**

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

**5.5 Email Access**

Customer is responsible for providing FLVS, upon request, all email correspondence between teacher and student relevant to this Agreement.

**5.6 Public Records**

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

**IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EACH PARTY SHALL CONTACT THEIR RESPECTIVE CUSTODIANS OF PUBLIC RECORDS. FOR FLVS, EMAIL**



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

**5.7 Confidential Student Information**

For the limited purposes of auditing the implementation of the Agreement and accessing student emails, FLVS is hereby designated a school official for the purposes of receiving this limited confidential student information and FLVS shall remain under the direct control of the Customer with respect to the use and maintenance of the confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes listed above and for no other purpose. Upon the termination or expiration of the agreement, FLVS shall return to Customer all original and any copies of the confidential student information and shall not retain any confidential student information. As FLVS will be receiving student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by Law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

**ARTICLE 6 – WARRANTIES OF FLVS**

**6.1 Limit of Liability**

- a) For any breach or default by FLVS of any of the provisions of this Agreement, or respect to any claim arising here from or related hereto. FLVS's entire liability, regardless of the form of action, whether based on contract or tort, including



**Florida Virtual School  
Franchise Agreement**

negligence, shall in no event exceed (I) the amount paid by the Customer hereunder for the licensed materials; (II) the amount paid by Customer for the renewal service that is the subject of the claim, if the claim relates to a breach or default by FLVS of the provisions of Article 7; (III) the amount paid by Customer for installation service that is the subject of the claim, if the claim relates to a breach or default by FLVS by the provisions of this Agreement pertaining to installation service; or (IV) in the aggregate with respect to all claims under or related to this Agreement, the amount paid by Customer under this Agreement.

- b) In no event, will FLVS be liable for special, incidental, indirect, or consequential loss or damage, lost business revenue, loss of profits, loss of data, failure to realize expected profits or savings, or any claim against Customer by another person (even if FLVS has been advised of the possibility of such damage), unless required by law.
- c) FLVS shall be liable to Customer as expressly provided in this agreement, but shall have no other obligation, duty, or liability whatsoever in contract, tort, or otherwise to Customer including any liability for negligence. The limitations, exclusions and disclaimers in this agreement shall apply irrespective of the nature of the cause of action, demand, or action by Customer, including but not limited to, breach of contract, negligence, tort, or any other legal theory and shall survive a fundamental breach or breaches or the failure of the essential purpose of this agreement or of any remedy contained herein.

**6.2 Intellectual Property Claims**

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



**Florida Virtual School  
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**ARTICLE 7 – TERM AND TERMINATION**

**7.1 Term**

This Agreement shall be effective on the Effective Date for a period of three (3) years or one (1) year; whichever term option was chosen on page 1, section 2 and shall be terminable in accordance with this Article.

**7.2 Termination**

Either party may by notice in writing terminate this Agreement if (i) the other party breaches or fails to observe or perform any of its obligations set out in the Agreement, including failure to pay Franchise and/or training fees, and fails to cure such breach or failure within thirty (30) days after written notice; or (ii) either party becomes insolvent, or makes an assignment for the general benefit of creditors, or any proceedings are commenced by or against either party under any bankruptcy or insolvency laws, or if proceedings for the appointment of a trustee, custodian, receiver, or receiver manager for either party are commenced, or if either party ceases or threatens to cease to carry on business; or (iii) without cause upon ninety (90) days written notice by FLVS or Customer to the other party of its termination of the Agreement.

**7.3 Services Not Included**

- a) Renewal and Warranty Support does not include or apply to any of the following: (i) making modifications to the Licensed Materials for Customer; (ii) consultation for new programs or equipment; (iii) hardware problems including any malfunction of hardware, or to any external causes affecting the Licensed Materials including the media upon which the Licensed Materials are provided such as accident, disaster, electrostatic discharge, fire, flood, lightning, water, or wind; or (iv) corrections of errors attributable to software other than the Licensed Software. FLVS may charge Customer at its then applicable list price for providing such services. FLVS may also charge Customer at its then list price for analysis or removal of errors which are caused by improper operation or handling of the Licensed Materials or caused by circumstances unrelated to FLVS. Payment for these services shall be made by Customer within forty-five (45) days of invoicing by FLVS in accordance with the Florida Local Government Prompt Payment Act.
- b) The obligation to provide Renewal Services is subject to the following: (i) Renewal Services are only provided for the Licensed Course Content provided under this Agreement; (ii) if Customer ceases to pay for and received Renewal Services and later requests Renewal Services, Customer will be required to pay to FLVS the Renewal Fees not paid during the period in which the service was discontinued; and (iii) FLVS has no obligation to provide Customer with any Renewal Services unless Customer has paid for the Renewal Services in advance as required hereunder; and





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(M) FLVS has no obligation to provide Renewal Services if Customer is unable to follow FLVS Franchise policies and procedures as documented through an annual audit. Customer has no obligation to renew this Agreement.

**ARTICLE 8 – GENERAL**

**8.1 Force Majeure**

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

**8.2 Non-Solicitation Agreement**

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

**8.3 NCAA**

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

**Florida Virtual School  
Franchise Agreement****8.4 Background Screening**

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

**8.5 No Waiver of Sovereign Immunity**

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

**8.6 Non-Discrimination**

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

**8.7 Records**

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party shall be responsible for compliance with Sections 1002.22 and 1002.221, Florida Statutes, FERPA, 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99), and any



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other applicable state or federal laws or regulations concerning the protection, use and disclosure of confidential student educational records.

**8.8 Entire Agreement**

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

**8.9 Amendments**

No modification or alternation in the terms or conditions contained herein shall be effective unless contained in a written Amendment executed by both parties. At the end of each academic year, FLVS may review and adjust course fees and Terms and Conditions contained herein via an Amendment signed by both parties.

**8.10 Waiver**

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

**8.11 Compliance with Laws**

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

**8.12 Severability**

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



**Florida Virtual School  
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**8.13 Authority to Piggyback**

If mutually agreed between FLVS and the Customer, agreement to these Terms and Conditions constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this contract, to any other governmental entities.

**8.14 Notice**

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

To FLVS: Florida Virtual School - Procurement  
2145 Metrocenter Blvd.  
Suite 100  
Orlando, FL 32835

With a Copy to: President and CEO of FLVS  
2145 Metrocenter Blvd.  
Suite 100  
Orlando, FL 32835

To Customer: Superintendent of Schools

**8.15 Authority**

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

**8.16 No Third-Party Beneficiaries**

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



**Florida Virtual School  
Franchise Agreement**

**8.17 No Partnership or Joint Venture**

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

- 8.18** Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree to comply with the requirements of section 501.171, Florida Statutes. In the event of a breach of security as defined in section 501.171, Florida Statutes, FLVS shall notify the School Board immediately, but no later than thirty (30) calendar days following a determination of a breach of data security involving School Board's data. Additionally, FLVS shall fully cooperate with the School Board regarding the School Board's statutory notification requirements.



## Florida Virtual School Franchise Agreement

### **APPENDIX A**

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

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

#### **1. Fees**

This list may be altered based on any additional course releases or enhancements during the year. The Course Catalog may be found at:

<http://www.flvs.net/Students/Pages/find-course.aspx#highschool>.

<b>FLVS Course Offerings</b>	
<b>Course Name</b>	<b>Price</b>
<b>SOCIAL STUDIES</b>	
AP United States Government and Politics	63.00
AP Human Geography	43.00
AP Macroeconomics	43.00
AP Microeconomics	46.00
AP Psychology	68.00
AP US History	76.00
Economics with Financial Literacy	43.00
Law Studies	76.00
M/J Civics	43.00
MJ United States History	43.00
MJ World History	43.00
Psychology 1	46.00
United States Government	43.00
United States History	43.00
World History	43.00
<b>LANGUAGE ARTS</b>	
AP Art History	43.00
AP English Language and Composition	43.00
AP English Literature and Composition	72.00
English 1	43.00
English 2	43.00
English 3	43.00
English 4	43.00
Intensive Reading	43.00


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MJ Language Arts 1	43.00
MJ Language Arts 2	43.00
MJ Language Arts 3	43.00
Reading for College Success	43.00
Journalism I	43.00
English 4: Florida College Prep	43.00
Social Media	43.00
<b>WORLD LANGUAGES</b>	
American Sign Language 1	43.00
Chinese 1	43.00
Chinese 2	43.00
Chinese 3 honors	43.00
French 1	43.00
French 2	43.00
Latin 1	43.00
Latin 2	43.00
Latin 3	43.00
MJ Spanish Beginning	43.00
MJ Spanish Intermediate	43.00
Spanish 1	43.00
Spanish 2	43.00
Spanish 3 Honors	43.00
Spanish 4 Honors	43.00
Spanish for Spanish Speakers	43.00
<b>MATHEMATICS</b>	
Algebra 1	43.00
Algebra 2	43.00
AP Calculus AB	63.00
AP Calculus BC	63.00
AP Statistics	43.00
Calculus	63.00
Calculus Honors	63.00
Geometry	43.00
Liberal Arts Math 1	51.00
Liberal Arts Math 2	51.00
Math for College Readiness	55.00
MJ Math 1	43.00
MJ Math 2	43.00
MJ Pre-Algebra	43.00
Precalculus Honors	68.00
<b>SCIENCE</b>	
Anatomy & Physiology	43.00


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AP Biology	76.00
AP Environmental Science	43.00
Biology	68.00
Chemistry	43.00
Earth Space Science	43.00
Forensic Science	76.00
Marine Science	43.00
MJ Science 1	43.00
MJ Science 2	43.00
MJ Science 3	47.00
Physical Science	43.00
Physics	43.00
<b>CAREERS AND LIFE SKILLS</b>	
AP Computer Science	59.00
Art History and Criticism 1 Honors	43.00
Career Research and Decision Making	65.00
Creative Photography	76.00
Critical Thinking and Study Skills	65.00
Drivers Education	69.00
Fitness Lifestyle Design	43.00
Guitar 1	76.00
HOPE	43.00
Leadership Skills Development	65.00
Life Management Skills	43.00
MJ Creative Photography	76.00
MJ Critical Thinking, Problem Solving and Learning Strategies	43.00
MJ Fitness	43.00
MJ Guitar I	76.00
MJ Physical Education 6	43.00
MJ Physical Education 7	43.00
Music of the World	76.00
Outdoor Education	97.00
Peer Counseling 1	65.00
Peer Counseling 2	65.00
Personal Fitness	43.00
Theater, Cinema & Film Production	85.00
Criminal Justice Operations	76.00
<b>CAREERS AND TECHNICAL EDUCATION</b>	
Agriscience Foundations I	76.00
Biotechnology I	77.00
Culinary Arts I	76.00
Dave Ramsey's Foundations in Personal Finance	76.00





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Digital Information Technology	63.00
Forestry and Natural Resources 2	76.00
Foundations of Programming	59.00
Health Science Foundation	77.00
Introduction to Alternative Energy	77.00
Introduction to Horticulture	76.00
M/J Business Keyboarding	55.00
MJ Career Research and Decision Making	43.00
M/J Orientation to Career	77.00
Nutrition and Wellness	76.00
Parenting Skills	76.00
Personal and Family Finance	77.00
Personal and Family Finance – Dave Ramsey	77.00
Principles of Public Service	77.00
Procedural Programming	43.00
<b>CREDIT RECOVERY</b>	
Algebra 1	43.00
Algebra 2	43.00
Biology I	43.00
Chemistry I	43.00
Economics with Financial Literacy	43.00
English 1	43.00
English 2	43.00
English 3	43.00
English 4	43.00
Geometry	43.00
US Government	43.00
US History	43.00
World History	43.00
<b>OTHER ELECTIVES</b>	
Anthropology	76.00
Art in World Cultures	76.00
Astronomy Solar/Galactic	76.00
Early Childhood Education	76.00
Health Science I	76.00
Holocaust	76.00
Philosophy	76.00
Psychology 2	77.00
Sociology	76.00
Speech I	76.00
Sports, Recreation and Entertainment Marketing Management	76.00
World Religions	71.00


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ELEMENTARY COURSES	
Language Arts - Kindergarten	43.00
Language Arts - Grade One	43.00
Language Arts - Grade Two	43.00
Language Arts - Grade Three	43.00
Language Arts - Grade Four	43.00
Language Arts - Grade Five	43.00
Mathematics - Kindergarten	43.00
Mathematics - Grade One	43.00
Mathematics - Grade Two	43.00
Mathematics - Grade Three	43.00
Mathematics - Grade Four	43.00
Mathematics - Grade Five	43.00
Science - Kindergarten	43.00
Science - Grade One	43.00
Science - Grade Two	43.00
Science - Grade Three	43.00
Science - Grade Four	43.00
Science - Grade Five	43.00
Social Studies - Kindergarten	43.00
Social Studies - Grade One	43.00
Social Studies - Grade Two	43.00
Social Studies - Grade Three	43.00
Social Studies - Grade Four	43.00
Social Studies - Grade Five	43.00
Elementary Technology K	43.00
Elementary Technology 1	43.00
Elementary Technology 2	43.00
Elementary Technology 3	43.00
Elementary Technology 4	43.00
Elementary Technology 5	43.00
Elementary Spanish Introductory Level	43.00
Elementary Spanish 1	43.00
Elementary Spanish 2	43.00
Elementary Spanish 3	43.00
Elementary Spanish 4	43.00
Elementary Spanish 5	43.00
Elementary Physical Education K	43.00
Elementary Physical Education 1	43.00
Elementary Physical Education 2	43.00
Elementary Physical Education 3	43.00
Elementary Physical Education 4	43.00


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Elementary Physical Education 5	43.00
Elementary Art K	43.00
Elementary Art 1	43.00
Elementary Art 2	43.00
Elementary Art 3	43.00
Elementary Art 4	43.00
Elementary Art 5	43.00

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

<b>Cycle</b>	<b>Enrollment Data Date Range</b>	<b>Invoice Sent</b>
Cycle 1	July - Oct	Mid-November
Cycle 2	Nov - Feb	Mid-March
Cycle 3	Mar - Jun	End of June
Cycle 4	True-up / Enrollments not captured in previous cycles	Mid-July

**Course Discontinuation**

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

**Billing Contact Personnel:**

<b>School or District</b>	<b>Florida Virtual School</b>
<b>Name:</b> Jillian Herron	<b>Name:</b> Carmen Brehol
<b>Address of School/District:</b> 1740 Ohio Avenue, South Live Oak, FL 32064	<b>Address:</b> 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
<b>Email:</b> <a href="mailto:jillian.herron@suwannee.k12.fl.us">jillian.herron@suwannee.k12.fl.us</a>	<b>Email:</b> <a href="mailto:cbrehol@flvs.net">cbrehol@flvs.net</a>
<b>Telephone No.:</b> 386-647-4615	<b>Telephone No.:</b> 407-513-3615

**Florida Virtual School  
Franchise Agreement****APPENDIX B**

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

**Florida Virtual School Responsibilities**

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

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



**Florida Virtual School  
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**The Customer is Responsible for the Following Items:**

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



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



### **Florida Virtual School Franchise Agreement**

#### **APPENDIX C**

##### **FLVS Mission:**

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

##### **FLVS Vision:**

To transform education worldwide, one Student at time.

##### **FLVS Values:**

- Student Focus
- Innovation
- Integrity
- Passion
- Communication

##### **FLVS Commitment:**

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

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

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

##### **Academic Integrity:**

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

<https://www.flvs.net/docs/default-source/myflvs/academicintegrity.pdf?sfvrsn=6>



### Florida Virtual School Franchise Agreement

#### Welcome Phone Call:

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

#### Grading Student Work:

1. A major component of proper communication is returning student work in a timely manner. It is the Florida Virtual School's policy that all communication be returned within 24 hours. Responding within 24 hours does not have to include the grading of all work that was submitted the previous day. It is the responsibility of the instructor to inform students about the expected turnaround time on grading work that has been submitted. All work should be graded within 48 hours of submission.
2. Florida Virtual School uses the state adopted grading scale. Per Florida Statute 1003.437 High School Grading System:
  - a) Grade A equals 90% through 100%.
  - b) Grade B equals 80% through 89%.
  - c) Grade C equals 70% through 79%.
  - d) Grade D equals 60% through 69%.
  - e) Grade F equals 0% through 59%.
  - f) W – Student withdrawn during grace period. No credit awarded.
  - g) WF – Student withdraws past grace period with a failing grade at the time of withdrawal. No credit awarded.
  - h) WP – Student withdraws past grace period with a passing grade at the time of withdrawal. No credit awarded.
  - i) P – Indicates that credit was awarded based on the student passing a state-administered End of Course (EOC) assessment instead of completed 100% of the course materials. Florida refers to this as a Credit Acceleration Program (CAP) credit. However, Florida has instituted EOC exams for select courses. A final grade issued by FLVS in one of the EOC exam courses may be interpreted differently based on district policies in effect at the time of enrollment and/or completion, and specific requirements per Florida Statute.

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





### Florida Virtual School Franchise Agreement

#### **Final Exam Policy:**

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

For Courses with state required EOC exams, the School Board may act in accordance with Customer policy.

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

#### **Minimum Length of Courses:**

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

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

Personal Fitness (PF):	21 Days
Fitness Lifestyle Design (FLD):	24 Days
Health Opportunities in Physical Education (HOPE):	21 Days

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

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



**Florida Virtual School  
Franchise Agreement**

As a Franchise Teacher, I have read and agree to abide by all FLVS Instructional Policies as found at <https://dash.flvsfl.com/learn/2019-20-franchise-faculty-handbook/>

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<b>Teacher Name</b>	<b>Certification</b>	<b>Areas</b>
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<b>Teacher Signature</b>	<b>Date</b>
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<b>Franchise Leader</b>	<b>Date</b>
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Please submit this form to the Franchise Manager within ten (10) business days of Teacher employment with your Franchise school.



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## **APPENDIX D**

### **Steps for Enforcement**

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

#### **Step One: Verbal Warning**

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

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

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



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## APPENDIX E

### Florida Virtual School Franchise Branding and Media Policy

#### FLVS Branding Policy:

- Include the registered trademark ® symbol after the first mention of Florida Virtual School or FLVS on all newly created marketing pieces, and include the following trademark statement:

Florida Virtual School and FLVS are registered trademarks of Florida Virtual School, a public-school district of the State of Florida.

- “Florida Virtual School” and “FLVS” are the only approved school name and abbreviation. “The Florida Virtual School”, “Florida Virtual”, and “Florida Virtual Schools” are not approved for use.
- Never use FLVS or Florida Virtual School possessively.
- Provide the FLVS District & Franchise Solutions Director with a copy of all new marketing/informational pieces that mention Florida Virtual School or FLVS.

#### FLVS Media Relations Policy:

- Notify the FLVS Communications Manager and the FLVS District & Franchise Solutions Director upon receiving an inquiry from the media, or directly upon completion of an interview if prior notice is not possible.
  - Tania Clow, Communications Manager: 407-513-3627, [tclow@flvs.net](mailto:tclow@flvs.net)
  - Larry Banks, District & Franchise Solutions Director: 407-484-4031, [lbanks@flvs.net](mailto:lbanks@flvs.net)
- Media Resources Available:
  - FLVS Newsroom ([flvs.net/news](http://flvs.net/news)) – View news releases, annual report, district enrollment summary, research documents, and FLVS leadership members.
- When speaking about enrollment numbers, we ask that you clarify that the numbers are for your franchise specifically. If you need current enrollment data for FLVS, please reach out to the FLVS Communications Manager or FLVS District & Franchise Solutions Director.



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## Appendix F

### Florida Services Additional Terms

This document contains additional terms and conditions applicable to the FLVS product line. In the event of a conflict between these Additional Terms and the Franchise Agreement, these Additional Terms shall control.

**1. DEFINITIONS.** All capitalized terms shall have the meaning ascribed to them in the Agreement or Memorandum to which this document is attached. In addition, the following definitions shall apply to these Additional Terms:

**1.1 "Affiliate"** shall mean, with respect to any person, any other person directly or indirectly controlling, controlled by, or under common control of such person. "Control" as used herein means the legal, beneficial, or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting interest in such entity.

**1.2 "Agreement"** shall mean the Franchise Agreement, Memorandum of Understanding, Memorandum of Agreement, Participation Agreement, or other contract between FLVS and the Customer to which this document is attached, together with all appendices, exhibits, and attachments (including these Additional Terms).

**1.3 "Customer"** shall mean the party named as Customer, School, School District, and/or District in the Agreement or Memorandum to which this document is attached.

**1.4 "Licensed Product"** shall mean the applicable virtual learning product(s) provided to Customer pursuant to the Agreement or Memorandum to which this document is attached.

**2. Intellectual Property Rights.** 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 the Agreement are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws, and FLVS (or its Affiliates or licensors) owns 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 in the Agreement. Except as expressly authorized in writing by an officer of FLVS, 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 FLVS' (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, or other distributors, or (ii) as an application service provider, service bureau, or rental source, unless expressly permitted in writing; (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 FLVS 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.

Upon termination of the Agreement, all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights (collectively, "Intellectual Property Rights") shall remain with FLVS.

**3. INDEMNIFICATION.** To the extent permitted by law, FLVS and Customer hereby acknowledge their respective entitlement to sovereign immunity and the limited waiver of sovereign immunity as to certain tort and negligence claims pursuant to section 768.28 of the Florida Statutes. Nothing herein shall be construed as a waiver of any such immunity nor as an agreement by either party to indemnify or defend the other. Furthermore, nothing herein shall be construed as an obligation of either party to defend, sue, or consent to be sued by a third party. Rather, FLVS and Customer agree to be responsible only for such claims and damages caused by the tortious or otherwise negligent action or inaction of their own officers and employees while functioning within the scope of their official duties, and their respective liability for such damages shall be limited to the amounts set forth in section 768 of the Florida Statutes.

**4. FLVS WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.**

**4.1 Limited Warranty.** FLVS cannot assure that the performance of Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite FLVS' reasonable efforts to do so. FLVS



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does, however, warrant for the applicable Warranty Period (as defined in Section 4.2 below) that the Licensed Product will substantially conform to the applicable description and specifications contained in the Agreement. The foregoing warranty shall not apply to Licensed Product that has been modified by Customer or used in a manner that is inconsistent with the Agreement or that does not conform to the instructions and specifications contained in the Agreement or related documentation. In the event that Licensed Product does not meet the requirements of this warranty, Customer shall be responsible to so notify FLVS in writing during the Warranty Period and to provide FLVS with sufficient detail to allow FLVS to identify the problem. After receiving such notification, FLVS will undertake to correct the problem, either itself or through its licensors, by programming or content corrections, and/or reasonable "work-around" solutions. If FLVS is unable to correct the problem after a reasonable opportunity, FLVS will refund the fees paid for such Licensed Product during the current Agreement term, and Customer's license to use such Licensed Product will terminate. Any liability of FLVS under this warranty shall apply only to fees paid by Customer during Customer's then-current Agreement term, and not to any previous terms during which Customer used the Licensed Product. The foregoing states the complete and entire remedies that Customer has under this warranty. FLVS shall have no responsibility for any warranty claims made outside of the applicable Warranty Period.

**4.2 Warranty Period.** The Warranty Period shall be the first ninety (90) days of the Agreement term (whether an initial term or a renewal term). The Warranty Period for Licensed Product does not restart when an update to a course or new course version is provided pursuant to any support plan, nor do such updates come with a separate warranty.

**4.3 DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE LICENSED PRODUCT, SUPPORT, OR SERVICES THAT ARE THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER IMPLIED WARRANTIES OR CONDITIONS ARISING BY LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH ABOVE GIVE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

**4.4 LIMITATION OF LIABILITY.** NEITHER FLVS NOR ITS LICENSORS OR SERVICE PROVIDERS SHALL BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA OR FOR CLAIMS OF A THIRD PARTY, ARISING OUT OF THE AGREEMENT, THE LICENSED PRODUCT, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED HEREUNDER. IN ANY EVENT, WITH RESPECT TO ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THE AGREEMENT ANY AMOUNT OF RECOVERY TO WHICH

CUSTOMER MAY BE DEEMED ENTITLED SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO FLVS HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED DURING CUSTOMER'S CURRENT LICENSE TERM FOR THE APPLICABLE LICENSED PRODUCT.

**5. THIRD PARTY REQUIREMENTS.** Customer is responsible for ensuring that the courses it provides through the use of the Licensed Product meet the requirements of any third-party organization that Customer or its students desire to satisfy. Without limiting the general nature of the previous sentence, and to the extent applicable to the Agreement, Customer specifically agrees and understands as follows:

**5.1 National Collegiate Athletic Association ("NCAA").** The NCAA has specific guidelines regarding the acceptance of distance learning courses for student athletes. FLVS offers a variety of free, fully accredited online courses to Florida high school students, including core options that fulfill NCAA course requirements. Additional information about which FLVS courses meet NCAA requirements is available at <https://web3.ncaa.org/hportal/exec/hsAction?hsActionSubmit=searchHighSchool>. Customer accepts responsibility for these criteria to the extent that Customer uses any Licensed Product for students who desire to meet NCAA eligibility criteria. To ensure that NCAA eligibility for student athletes is not compromised, Customer must enter credit for course completion onto students' official transcripts. Athletic eligibility is the sole responsibility of the student and his/her school of record, who must abide by NCAA regulations. Customer understands that non-FLVS courses offered by Customer are not covered under the FLVS umbrella, and Customer will need to submit documentation to the NCAA to have any such courses approved separately.

**5.2 Advanced Placement ("AP") Courses.** Customer is responsible for completing any College Board audit procedures required with respect to any Advanced Placement ("AP") courses if Customer intends to offer any Licensed Product courses as AP courses.

## 6. COMPLIANCE WITH LAWS

**6.1 In General.** Each party agrees to fully comply with the requirements of all applicable federal, state, and local laws, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to the Agreement.

**6.2 Children's Online Privacy Protection Act ("COPPA").** Customer shall be responsible for ensuring full compliance with COPPA and all rules promulgated thereunder.

**6.3 Confidential Student Information.** For the purposes of the Agreement, FLVS is hereby designated a school official for the purposes of receiving confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes of the Agreement and for no other purpose. Upon



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the termination or expiration of the Agreement, FLVS shall maintain the confidential student information for the time period required by Florida law, and shall thereafter delete and/or destroy all originals and any copies of confidential student information and shall not retain any confidential student information. As FLVS will be receiving student information that is otherwise confidential, FLVS shall fully comply with the requirements of §1002.22 and §1002.221, Florida Statutes, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, and the federal regulations issued pursuant thereto (34 CFR Part 99); and any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, to the extent permitted by law, FLVS for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall fully indemnify and hold the Customer and its officers and employees harmless for any violation of this provision, including, but not limited to defending the Customer and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the Customer, or payment of any and all costs, damages, judgments, or losses incurred by or imposed upon the Customer arising out of the breach of this provision by FLVS, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that FLVS shall either intentionally or negligently violate this provision, or §1002.22 or §1002.221, Florida Statutes. This provision shall survive the termination of or completion of all obligations under the Agreement and shall be fully binding upon FLVS until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

**6.4 Accommodations.** Customer acknowledges that virtual learning programs are not appropriate for all students, and it is Customer's responsibility to ensure that a given Licensed Product is an appropriate placement for a particular student. For Licensed Products with FLVS-provided teacher instruction, if Customer provides access to such Licensed Products to students requiring accommodations, Customer will allow the FLVS-supplied teacher (or other individuals designated by FLVS as appropriate) to participate in planning meetings to ensure that the particular Licensed Product is an appropriate placement for such students. Notwithstanding the foregoing, FLVS will not be responsible for making any

modifications to a Licensed Product's technology or content, or any other accommodations in connection with a Licensed Product or any associated instructional services, or third-party sites or materials associated with a course, if the standard Licensed Product is not appropriate for, or is not readily usable by, a given student.

**(a) Students with Disabilities.** To the extent required by law, Customer is responsible for complying with all applicable federal IDEA requirements and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

**(b) English Language Learner Students.** To the extent required by law, Customer is responsible for providing appropriate equal access and ensuring compliance with the Florida META Consent Decree and any other federal, state, or local laws or regulations in connection with the use and implementation of any Licensed Product.

**(c) Individual Education Plans.** To the extent required by law, Customer is responsible for providing any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.

**6.5 Data/Security Breach.** The parties acknowledge and agree to comply with the requirements of §501.171, Florida Statutes. A breached party shall notify the other party immediately, but in no event later than thirty (30) calendar days following a determination of a breach of data security involving the other party's data. Additionally, each shall fully cooperate with the other regarding the statutory notification requirements.

**6.6 Background Screening.** As a public school, FLVS complies with all statutes regarding background screening of employees, in accordance with Florida law, specifically including, but not limited to, the requirements of §1012.465, Florida Statutes (the Jessica Lunsford Act) and §1012.32, Florida Statutes.

**7. Third Party Rights.** Nothing in the Agreement shall be construed to give any rights or benefits to anyone other than FLVS and Customer.

# INFO ONLY

SCSB 2021-93 (REVISED/RENEWAL)

(Amendment to SCSB 2021-62; previously approved on 07/28/2020)



FLORIDA VIRTUAL SCHOOL

Amendment 1

To:

Franchise Agreement for State of Florida School District  
With  
Suwannee County School Board

THIS FIRST AMENDMENT to Franchise Agreement for State of Florida School District Agreement (the "First Amendment") is entered by and between Suwannee County School Board ("CUSTOMER") and Florida Virtual School ("FLVS") hereinafter collectively referred to as "the Parties".

WHEREAS, the Parties entered into a Franchise Agreement for State of Florida School District Agreement ("Agreement") with an effective date of July 1, 2020 and a term of three (3) years (the "Term");

WHEREAS, the Parties now desire to modify the Agreement;

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

1. The Parties agree that, except as modified herein, the terms and conditions of the Agreement remain in full force and effect.
2. This First Amendment replaces Appendix A, Course List and Fees with the attached annual updated Course List and Fees as permitted in section 8.9 of the Agreement.

Except as expressly amended above, the Agreement is hereby ratified and affirmed in all other respects.

## ACKNOWLEDGED AND AGREED BY:

<b>CUSTOMER NAME:</b> Suwannee County School Board	
By (Authorized Signature) 	Date Signed <b>MAY 25 2021</b>
Printed Name and Title of Person Signing: <b>Ted L. Roush, Superintendent of Schools</b>	
Address: <b>1740 Ohio Avenue South, Live Oak, FL 32064</b>	
<b>Florida Virtual School (FLVS)</b>	
By (Authorized Signature) <b>Louis Algaze</b> <small>Digitally signed by Louis Algaze Date: 2021.05.04 20:00:19 -0400</small>	Date Signed <b>5/4/2021</b>
Printed Name and Title of Person Signing: <b>Louis J. Algaze, Ph.D. - President &amp; CEO</b>	
Address: <b>2145 Metrocenter Blvd, Suite 100, Orlando, FL 32835</b>	

  
Cheryl Taylor, Suwannee County School Board

"Approved as to Form and Sufficiency

BY

**Leonard J. Dietzen, III**

Amendment 1 To:  
Franchise Agreement for State of Florida School District  
With Suwannee County School Board

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





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### **APPENDIX A – Course List and Fees**

The Licensed Materials, which are the subject of the FLVS Franchise Agreement, including Licensed Course Content, Third Party Components, FLVS Virtual School Administrator, Registration, Student Information System, and the FLVS Learning Management System granted to the District and the fees payable to FLVS are outlined in the following table, "FLVS Course Offerings".

This list includes the most current version of all FLVS courses available for public release, except for those still in a pilot or BETA phase of development.

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

#### **1. Fees**

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

<b>FLVS Course Offerings</b>	
<b>Course Name (if available, only offering)</b>	<b>Price</b>
<b>ENGLISH/LANGUAGE ARTS</b>	
Advanced Placement English Language and Composition	43.00
Advanced Placement English Literature and Composition	43.00
English 1	43.00
English 1 for Credit Recovery*	43.00
English 2	43.00
English 2 for Credit Recovery*	43.00
English 3	43.00
English 3 for Credit Recovery*	43.00
English 4	43.00
English 4 for Credit Recovery*	43.00
English 4; Florida College Prep	43.00



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Journalism 1	43.00
M/J Language Arts 1	43.00
M/J Language Arts 2	43.00
M/J Language Arts 3	43.00
Reading for College Success*	43.00
Social Media 1	43.00
<b>MATHEMATICS</b>	
Advanced Placement Calculus AB	63.00
Advanced Placement Calculus BC	63.00
Advanced Placement Statistics	43.00
Algebra 1	43.00
Algebra 1 for Credit Recovery*	43.00
Algebra 2	43.00
Calculus Honors	63.00
Geometry	43.00
Geometry for Credit Recovery*	43.00
Liberal Arts Mathematics 1	51.00
Liberal Arts Mathematics 2	51.00
M/J Grade 6 Mathematics	43.00
M/J Grade 7 Mathematics	43.00
M/J Grade 8 Pre-Algebra	43.00
Mathematics for College Readiness	55.00
Pre-Calculus Honors	68.00
Probability & Statistics with Applications Honors	43.00
<b>SCIENCE</b>	
Advanced Placement Biology	43.00
Advanced Placement Environmental Science	43.00
Anatomy and Physiology	43.00
Biology 1	68.00
Biology 1 for Credit Recovery*	43.00
Chemistry 1	43.00
Chemistry 1 for Credit Recovery*	43.00
Earth/Space Science	43.00
Environmental Science (Guy Harvey)	43.00
M/J Comprehensive Science 1	43.00
M/J Comprehensive Science 2	43.00



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M/J Comprehensive Science 3	43.00
Marine Science 1	43.00
Physical Science	43.00
Physics 1	43.00
<b>SOCIAL STUDIES</b>	
Advanced Placement Human Geography	43.00
Advanced Placement Macroeconomics	43.00
Advanced Placement Microeconomics	43.00
Advanced Placement Psychology	68.00
Advanced Placement United States Government and Politics	63.00
Advanced Placement United States History	76.00
Economics (5048)	43.00
Economics with Financial Literacy	43.00
Economics with Financial Literacy for Credit Recovery*	43.00
M/J Civics	43.00
M/J United States History	43.00
M/J World History	43.00
Personal Financial Literacy (5047)	43.00
Psychology 1	46.00
United States Government	43.00
United States Government for Credit Recovery*	43.00
United States History	43.00
United States History for Credit Recovery*	43.00
World History	43.00
World History for Credit Recovery*	43.00
<b>ART/MUSIC</b>	
Advanced Placement Art History	43.00
Art History and Criticism 1 Honors	43.00
Guitar 1	76.00
M/J Guitar 1	76.00
<b>CAREER AND LIFE SKILLS</b>	
Advanced Placement Computer Science A (STEM)	59.00
Career Research and Decision Making	65.00
Critical Thinking and Study Skills	65.00
Driver Education/Traffic Safety - Classroom	69.00
Leadership Skills Development	65.00



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M/J Career Research & Decision Making	43.00
M/J Critical Thinking, Problem Solving, and Learning Strategies	43.00
M/J Peer Counseling 1	65.00
Peer Counseling 1	65.00
Peer Counseling 2	65.00
Peer Counseling 2 ELL	65.00
<b>CAREER/TECHNICAL EDUCATION</b>	
Agriscience Foundations 1	43.00
Agriculture Communications 2 (releasing mid-April)	43.00
Computer & Network Security Fundamentals	71.00
Cybersecurity Essentials (releasing mid-May)	43.00
Digital Information Technology	63.00
Foundations of Programming	59.00
Introduction to Hospitality & Tourism (releasing mid-April)	43.00
Introduction to the Teaching Profession (releasing October)	43.00
M/J Business Keyboarding	43.00
M/J Coding Fundamentals	43.00
Procedural Programming	43.00
<b>HEALTH/PHYSICAL EDUCATION</b>	
Fitness Lifestyle Design	43.00
Health 1 - Life Management Skills	43.00
HOPE - Physical Education (Core)	43.00
M/J Comprehensive Physical Education Grade 6/7	43.00
M/J Comprehensive Physical Education Grade 7/8	43.00
M/J Fitness - Grade 6	43.00
Outdoor Education	97.00
Personal Fitness	43.00
<b>WORLD LANGUAGE</b>	
American Sign Language 1	43.00
American Sign Language 2	43.00
Chinese 1	43.00
Chinese 2	43.00
Chinese 3 Honors	43.00
French 1	43.00
French 2	43.00
Latin 1	43.00

# INFO ONLY

## SCSB 2021-93 (REVISED/RENEWAL)

(Amendment of SCSB 2021-62; previously approved on 07/28/2020)



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Latin 2	43.00
Latin 3 Honors	43.00
M/J Spanish, Beginning	43.00
M/J Spanish, Intermediate	43.00
Spanish 1	43.00
Spanish 2	43.00
Spanish 3 Honors	43.00
Spanish 4 Honors	43.00
Spanish for Spanish Speakers 1	43.00
<b>ELEMENTARY</b>	
Language Arts - Kindergarten	43.00
Language Arts - Grade One	43.00
Language Arts - Grade Two	43.00
Language Arts - Grade Three	43.00
Language Arts - Grade Four	43.00
Language Arts - Grade Five	43.00
Mathematics - Kindergarten	43.00
Mathematics - Grade One	43.00
Mathematics - Grade Two	43.00
Mathematics - Grade Three	43.00
Mathematics - Grade Four	43.00
Mathematics - Grade Five	43.00
Science - Kindergarten	43.00
Science - Grade One	43.00
Science - Grade Two	43.00
Science - Grade Three	43.00
Science - Grade Four	43.00
Science - Grade Five	43.00
Social Studies - Kindergarten	43.00
Social Studies - Grade One	43.00
Social Studies - Grade Two	43.00
Social Studies - Grade Three	43.00
Social Studies - Grade Four	43.00
Social Studies - Grade Five	43.00
Elementary Technology K	43.00
Elementary Technology 1	43.00
Elementary Technology 2	43.00

# INFO ONLY

## SCSB 2021-93 (REVISED/RENEWAL)

(Amendment of SCSB 2021-62; previously approved on 07/28/2020)



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Elementary Technology 3	43.00
Elementary Technology 4	43.00
Elementary Technology 5	43.00
Elementary Spanish Introductory Level	43.00
Elementary Spanish 1	43.00
Elementary Spanish 2	43.00
Elementary Spanish 3	43.00
Elementary Spanish 4	43.00
Elementary Spanish 5	43.00
Elementary Physical Education K	43.00
Elementary Physical Education 1	43.00
Elementary Physical Education 2	43.00
Elementary Physical Education 3	43.00
Elementary Physical Education 4	43.00
Elementary Physical Education 5	43.00
Elementary Art K	43.00
Elementary Art 1	43.00
Elementary Art 2	43.00
Elementary Art 3	43.00
Elementary Art 4	43.00
Elementary Art 5	43.00

# SUWANNEE COUNTY SCHOOL DISTRICT

**JERRY TAYLOR**  
DISTRICT 1  
**NORMAN CRAWFORD**  
DISTRICT 2  
**TIM ALCORN**  
DISTRICT 3



**ED DA SILVA**  
DISTRICT 4  
**RONALD WHITE**  
DISTRICT 5  
**LEONARD DIETZEN, III**  
BOARD ATTORNEY

1740 Ohio Avenue, South  
Live Oak, Florida 32064  
Telephone: (386) 647-4600 • Fax: (386) 364-2635

**TED L. ROUSH**  
Superintendent of Schools

## MEMORANDUM

**TO:** Ted L. Roush, Superintendent of Schools  
**FROM:** Walter Boatright, Director of Human Resources *WB*  
**DATE:** May 9, 2022  
**RE:** Human Resources Transactions for May 24, 2022  
Regular Meeting

### RECOMMENDATION:

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations.

**SUWANNEE COUNTY SCHOOL BOARD**  
**Human Resources Transactions**  
**May 24, 2022**

**TO:** District School Board of Suwannee County

**FROM:**   
Ted L. Roush, Superintendent of Schools

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations.

**RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:**

**RECOMMENDATIONS: ADMINISTRATION:**

District Office:

Jennifer Barrs, Interim Assistant Superintendent of Instruction, effective April 12, 2022

Food Service:

Michael Braun, Director of Food Service, effective May 10, 2022

REPLACES: Lisa Dorris

**RESIGNATION: ADMINISTRATIVE: (Presented for information purposes only)**

Suwannee Middle School:

Hunter Abercrombie, Assistant Principal, effective July 5, 2022

**RECOMMENDATION: INSTRUCTIONAL:**

Suwannee High School:

Marisley Leal, Teacher effective April 25, 2022

REPLACES: Taylor Mingle

**RESIGNATIONS: INSTRUCTIONAL: (Presented for information purposes only)**

Suwannee High School:

Luke Hall, Teacher, effective June 2, 2022

Suwannee Middle School:

Ashton Petersen, Teacher, effective June 1, 2022

Suwannee Springcrest Elementary:

Katey Melland, Teacher, effective June 30, 2022



### **TRANSFERS/REASSIGNMENTS:**

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>REPLACES</u>	<u>EFFECTIVE</u>
Amanda Koon	Branford Elementary School Paraprofessional	Branford Elementary School Teacher <i>(Long Term Substitute)</i>	Katee O'Quinn	May 10, 2022
Rebecca Monroe	Suwannee High School Teacher	Suwannee Springcrest Elem. Teacher	Darlene Rice	May 9, 2022
Darlene Rice	Suwannee Springcrest Elem. Teacher	Suwannee High School Teacher	Rebecca Monroe	May 9, 2022
William Wiles	Branford Elementary School Teacher	Branford High School Dean <i>(Temporary)</i>	Michael Braun	May 9, 2022- May 31, 2022

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

#### Suwannee Riverside Elementary:

Abby Fleming, Teacher, effective February 4, 2022 through May 16, 2022  
*(Amended from the November 16, 2021 Agenda)*

### **RETIREMENTS: NON-INSTRUCTIONAL: (Presented for information purposes only)**

#### Suwannee Pineview Elementary:

Loretta Polite, Custodian, effective May 2, 2022 *(Amended from the February 22, 2022 Agenda)*

#### Transportation:

David Beard, Bus Driver, effective November 1, 2022

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

#### Facilities:

Debbie Ritchey, Custodian, effective May 9, 2022

REPLACES: Mercedes Gervacio

#### Suwannee High School:

Tenlee Deloach, School Secretary, effective, May 4, 2022

REPLACES: Kasey Wynn

#### Suwannee Middle School:

Magda Centeno-Sanches, Custodian, effective April 25, 2022

REPLACES: Dawn Willms

#### Suwannee Pineview Elementary:

Bart Hill, Custodian, effective May 10, 2022

REPLACES: Loretta Polite

Mallory Jackson, Paraprofessional, effective May 3, 2022

REPLACES: Lashley Fletcher

Suwannee Riverside Elementary:

Carolyn Davis, Custodian, effective May 9, 2022

REPLACES: Debbie Ritchey

Suwannee Springcrest Elementary:

Timothy Rickett, Head Custodian, effective June 1, 2022

REPLACES: Lori Smith

Transportation:

Dawson Chitwood, Parts Inventory Clerk, effective April 27, 2022

REPLACES: Michael Munhall

Margaret Howell, Bus Driver, effective April 14, 2022

REPLACES: Mary Bartholomew

**RESIGNATION: NON-INSTRUCTIONAL: (Presented for information purposes only)**

Transportation:

Margaret Howell, Bus Driver, effective April 15, 2022

**TRANSFERS/REASSIGNMENTS:**

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>REPLACES</u>	<u>EFFECTIVE</u>
Erika Delgado	Suwannee Springcrest Elem. Food Service	Suwannee Riverside Elem. Paraprofessional	Vanessa Isidro	May 17, 2022
Lori Smith	Suwannee Springcrest Elem. Head Custodian	RIVEROAK Technical College Head Custodian	Claudies Ivey	June 1, 2022

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

Suwannee Springcrest Elementary:

Mary DeHart, Food Service, September 23, 2021 (8 hours), September 24, 2021 (8 hours), October 27, 2021 (1 hour), November 10, 2021 (1 hour), and January 23, 2022 (1.5 hours), for a total of 19.5 hours

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

Suwannee Middle School:

Cynthia Ford, Custodian, effective May 9, 2022 through June 20, 2022

Transportation:

Shirley Ware, Bus Aide, effective April 28, 2022 through May 13, 2022

## **MISCELLANEOUS:**

### **Pre-K Extended Day Program:**

Approval for the following to work in the Pre-K Extended Day Program:

Jennifer Stevens

## **SUBSTITUTES:**

### **Transportation:**

The following to serve as Substitute Bus Attendant:

Belinda Huston

## **PART-TIME/HOURLY EMPLOYEES:**

### **RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES**

**January 1, 2022 through June 30, 2022:**

### **CAREER AND TECHNICAL EDUCATION:**

Sabrina Lieupo	LPN Instructor
Yalori Coker	LPN Instructor
John Sinclair	SkillsUSA Advisor
Marcus Durham	HVAC Refrigeration

## **VOLUNTEERS:**

Lloyd Abentroth II	Jenna Hamilton	Miriam Patino
Jennifer Beveridge	Brian Hardcastle	Letavian Philpot
Elizabeth Bruening	Jessica Hardcastle	Candy Pipkins
Joel Buchanan	Stephanie Harrison	Carlos Podadera Diaz
Rovon Cantella	Christopher Henry	Rebecca Rescigno
Breanna Copeland	Brian Hudson	Chasidy Rodriguez
William Copeland	Larry Jenkins	Oscar Romulo
Shanna Creech	Michelle Jenkins	Jacquelline Sandoval
Ryan Dalton	Christopher Knowles	Jimmy Simmons
Brittany Deaton	Ryan Lawson	Michael Taber
Candace Diaz	Darin Lazio	Aaron Thomas
Kathryn Driver	Kylan Loch	Paula Thompson
Joanne Duncan	Charlotte Martin	Tanecia Virgil
Kevin Figueroa	William Martin	Miranda Walker
Christopher Foust	Felicia Meadows	Brittany Wendt
Ruben Fundora	Katie Mims	Anntonette Willi
Brandon Garner	Michael Mims	
Megan Hale	Angelica Neria Perez	

**End of List  
2021-2022  
School Year**

**RECOMMENDATIONS: SUMMER TERM 2021-2022:**

**MISCELLANEOUS:**

Approval for the following Ag Teachers/FFA Advisors to work up to 40 hours between June 1, 2022 and June 30, 2022

Anne Etcher	Branford High School
Rachel Adams	Suwannee Middle School

Approval for Jessica Johnson to work up to 75 hours in the Extended School Year Program

Approval for the following to work as Paraprofessionals in the 21<sup>st</sup> Century Summer Program:

Robyne Edwards	Janell Miracle
April Greene	Mariah Pyle
Tina Hayes	Mandy Ramsey
Victoria Jensen	Carla Suggs

Julie Klecka (*Alternate*)

Approval for the following to work additional hours on Student Placement and Student Data Analysis:

April Greene	Up to 20 hours	Suwannee Riverside Elementary
Karen Welch	Up to 50 hours	Branford High School

Approval for the following to work as Summer Day Laborers:

**Facilities Department:**

Landon Bates	Bryson Herron	Clay Murray
Garrison Beach	Nikolas Hurst	Waylon Poole
Emyrick Blue	Matthew Jenkins	John Sinclair
Tyrence Freeman	Avery Kelly	Connor Thompson
Matthew Gill	Kelly Melland	Chayse Warren
Ethan Harrell	Benjamin Monroe	

**End of Summer Term List  
2021-2022  
School Year**

## **RECOMMENDATIONS FOR THE 2022-2023 SCHOOL YEAR:**

### **RETIREMENT: INSTRUCTIONAL: (*Presented for information purposes only*)**

#### **Student Services:**

Lynn Lawrence, Speech/Language Pathologist, effective January 4, 2023

### **RECOMMENDATIONS: INSTRUCTIONAL:**

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

\*Kimberly Williams, Teacher, effective August 3, 2022

REPLACES: Lynda McInnis

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

\*Robert Crews, Teacher, effective August 3, 2022

REPLACES: Dan Taylor

Hannah George, Teacher effective August 3, 2022

REPLACES: Paul Morello

\*Sarah Swallows Carney, Teacher, effective August 3, 2022

REPLACES: Ayla Hicks

#### **Suwannee High School:**

\*Leanna Baldwin-Beartree, Teacher, effective August 3, 2022

REPLACES: Traci Green

\*Mileydi Perez-Grijalva, Teacher effective August 3, 2022

REPLACES: Suzanne Tillman

#### **Suwannee Middle School:**

Hannah Hicks, Teacher, effective August 3, 2022

REPLACES: Stephanie Land

Cody Wall, Teacher, effective August 3, 2022

REPLACES: Patrice Parker

#### **Suwannee Opportunity School:**

\*Keifer Thompson, Teacher, effective August 3, 2022

REPLACES: Mark Beach

#### **Suwannee Pineview Elementary:**

Mallory Jackson, Teacher, (Long Term Substitute), effective August 3, 2022

REPLACES: Malea Gold

\*Stephanie Morgan, Teacher, effective August 3, 2022

REPLACES: Pamela Hendrick

\*Courtney Sasso, Teacher, effective August 3, 2022

REPLACES: Nicole Hohman

\*Kasey Studstill, Teacher, effective August 3, 2022

REPLACES: Christina McCullers

\* Pending valid Level 2 Background and Drug Test results

**TRANSFERS/REASSIGNMENTS:**

<u>NAME:</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>REPLACES</u>	<u>EFFECTIVE</u>
Karen Braun	Suwannee High School Teacher	Branford High School Teacher	Colleen Heeney	August 3, 2022
Lynda McInnis	Branford High School Teacher	Suwannee Springcrest Elem. Teacher	Katey Melland	August 3, 2022
Kelly Pennington	Suwannee Pineview Elem. Teacher	Suwannee Middle School Teacher	Deanna Burkett	August 3, 2022
Kimberly Thomas	District Wide Teacher	Suwannee Pineview Elem. Resource Teacher		August 3, 2022

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

Suwannee Riverside Elementary:

Susan Helvenston, Teacher, effective August 10, 2022 through November 2, 2022

**LEAVE OF ABSENCE: PERSONAL:**

District Wide:

Candice Land, MTSS Coordinator, effective August 3, 2022, for the 2022-2023 school year

Suwannee Riverside Elementary:

Susan Helvenston, Teacher, effective November 3, 2022 through June 1, 2023

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

Suwannee High School:

Patricia Nixon, School Nurse, effective August 3, 2022

REPLACES: Randi Croft

Suwannee Pineview Elementary:

Artra Moore, Paraprofessional, effective August 3, 2022

REPLACES: Cathy Jerkins

**TRANSFERS/REASSIGNMENTS:**

<u>NAME:</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>REPLACES</u>	<u>EFFECTIVE</u>
Stephanie Eady	Suwannee Opportunity School Paraprofessional	Suwannee High School Paraprofessional	Tenlee Deloach	August 3, 2022
Jennifer Floyd	RIVEROAK Technical College Clerk	Suwannee Riverside Elem. Paraprofessional	Janet Good	August 3, 2022
Rosanna Holtzclaw	Branford Elementary School Manager	Branford High School Food Service Worker (8 hr)		April 27, 2022

**CONTRACT RECOMMENDATIONS:****ANNUAL INSTRUCTIONAL CONTRACTS:****Branford Elementary School:**

	<u>Term</u>
April Barnes	10
Emily Blackmon	10
Kristen Boston	10
Lyndsey Browning	10
Tracy Combee	10
Lynsee Dicks	10
Kimberley Garrett	10
Jacqueline Glover	10
Melinda Hawthorne	10
Amanda Hayes	10
Tina Hayes	10
Caron Heffner	10
Mandi Howard	10
Priscilla Jones	10
Charlena Lori Land	10
Jessica Nipper	10
Amy Townsend	10
Miranda Walker	10
Kimberly Williams	10
Margaret Williams	11

**Branford High School:**

Karen Braun	10
Darryl S. Cannon	10
Erin Cannon	10
Sarah Swallows Carney	10
Erin Clark	10
Timothy Clark	12
Robert Crews	10
Carlos Diaz	10
Anne Etcher	10
Hannah George	10
Leah Harrell	11
Monica Jackson	10

Shannon Jernigan	10
William McClendon	10
Joshua McInnis	10
Fred O'Quinn	12
Marissa Parks	10
Alicia Poole	12
Emilee Rains	10
Maria Rodriguez	10
Sergio Rodriguez	10
Michele Roundtree	10
Mendy Sikes	10
Deanna Simpson	10
Cara Soride	10
**Tommy Taylor	10
Misty Ward	10
Abbey Warren	10
Karen Welch	10
Matthew Yancey	10
Eric Yount	10
<i>** Non-Certificated</i>	

RIVEROAK Technical College:

Cynthia Frye	10
William Blackmon	10
William Hill	10
Catherine Maxwell	10
**Kevin Mercer	10
**Katie Miller	12
John Sinclair	10
**Jenna Stratton	12
Patricia Sullivan	10
**Greta Thornton	10
Maria Toledo-Garcia	10
Jeremy Ulmer	10
**Traci West	12
**Jessica Willis	12
**Suzanne Wilson	12
<i>** Non-Certificated</i>	

Student Services:

Michelle Adams	10
Crystal Bryan	10
Dee Dee Cathcart	10
Chelsey Chaney	10
Deborah Godbold	11
Abigail Hill	11
Kelly Jackson	10
Holly Marsee	10
Lisa Pennington	11
Alyssa Sullivan	10



Stacie Swartz	10
Rowna Valin	10
Sheila Watson	10

Suwannee High School:

Frank Allen	12
Leanna Baldwin-Beartree	10
Kary Black	10
Vicki Bryan	10
Brian Bullock	10
Buddy Coleman	12
Deborah Coleman	12
Patrick Dawson	12
Sherry Dean	10
**Rebecca Futch	10
Michelle Glenn	10
Alexander Gonzalez	10
Melinda Carson-Griffith	12
Mileydi Perez-Grijalva	10
Elisa Hall	10
Kyler Hall	12
Frank Hufty	10
Jerry Jay Jolicoeur	10
Debra Kleinsmith	12
Marisley Leal	10
Kevin Lewis	10
Cletia McCullers	10
Daniel Marsee	10
Stephen D. Morgan	10
Donna Jean Riegel	10
Melanie Roberts	10
Benjamin Thomas	10
**Traci Thompson	10
Barrinesha Washington	10
Jenny White	10
** <i>Non-Certificated</i>	

Suwannee Middle School:

Rachel Adams	10
Allison Brown	10
Kathryn Bower	10
Joseph Gaddy	10
Darace Hahn	10
Brantly Helvenston	10
Cristina Herrington	10
Hannah Hicks	10
Jennifer Hitt	10
**January Jernigan	10
Deadre Jolicoeur	10
Samantha Land	10

Marie Mace	10
Jazmine Marrero Guerra	10
Jennifer Neely	10
Tammy Neil	10
Kelly Pennington	10
Robert Phillips	10
Stacey Politano	10
Susan Ratliff	10
Daniel Skelly	10
Phoebe Solek	10
Airalisha Sowell	10
Seth Stebbins	10
Lindsey Thomas	10
Lorena Urban	10
Elizabeth Vann	10
Cody Wall	10
Kayla Williamson	10
<i>** Non-Certificated</i>	

Suwannee Opportunity School:

Lorri Mercer	10
Keifer Thompson	10

Suwannee Pineview Elementary-Innovation:

Evelyn Arnold	10
Kaycie Blanton	10
Livesay Boggus	10
Chelsea Burgess	10
McKenzie Crews	10
Julia Davidson	10
Janet Diaz	10
Tamara Felton	10
Krystal Fletcher	10
Emily Goss	10
Pamela Hendrick	10
<i>(Recommended through August 12, 2022)</i>	
Stacia Hewett	10
Ciera Keen	10
Keeley Messer	10
Stephanie Morgan	10
Susan M. Mowry	10
Sean Oliver	10
Meri Robinson	10
Courtney Sasso	10
Kasey Studstill	10

Suwannee Riverside Elementary-Arts:

Katrina Armstead	10
Tammy Atkinson	10
Jennifer Baker	10

Amanda Bartley-Ramirez	10
Melissa Bozeman	10
Kimberly Bulaskas	10
Jamie Cato	10
Cheri Copeland	10
Krystal Cundiff	10
Kiara Davis	10
Rosa Davis	10
Laura Ferguson	10
Abby Fleming	10
Tammy Flowers	10
Danielle Gay	10
Diane Hale	10
Patrick Jernigan	10
Michelle Jessup	10
Hanna Moreno	10
Charis Parker	10
Kelly Parker	10
Takesha Patrick	10
Stephane Phillips	10
Tracy Pope	10
Elizabeth Rang	10
Stephanie Reid	10
Kelli Roberts	11
Adrienne Taylor	10
Jennifer Turner	10
Joanne Wimberley	10
Lawanna Zimmerman	10

Suwannee Springcrest Elementary-Leadership:

Jessica Anderson	10
Ashley Broughton	10
Emilee Cannon	10
Megan Collins	10
Carolyn Javonne Day	10
Erin Driggers	10
Julie Griswold	10
Natalie Haney	10
Patricia Hines	10
Pamela Hoyle	10
Ariel Jennings	10
Janet Lazio	10
Holly Marsee	10
Emily Murphy	10
Audrey Peake	10
Debra Singletary	11
Stacey Smith	10
Martha Southerland	10
Jennifer Stevens	10
Marie Warren	10

Joann Weber	10
<u>Suwannee Virtual School:</u>	
Jeffry Boatright	10
<b><u>PROFESSIONAL SERVICE CONTRACT (Renewal):</u></b>	
<u>Branford Elementary School:</u>	
Amy Allen	10
Kimberly D. Cannon	10
Traci Kirby	10
Julie Klecka	10
Stephanie Knighton	10
Vera L. Knighton	10
Susan Mackin	10
Denah F. Phillips	10
Lindsey Ramsey	10
Carla Suggs	10
Wynette L. Sumner	10
Jennifer Winnett	10
<u>Branford High School:</u>	
Bethany Byrd	10
Pamela Cassube	10
Eleanor Coker	10
Julianna H. Dees	10
Lawanna Gaylard	10
Amanda R. Johnson	10
Karen Y. Koon	10
Stefani M. Santos	10
Janet Denise Stewart	10
Linda S. Whitley	10
Stacy Young	12
<u>RIVEROAK Technical College:</u>	
Eric Derwin Bass	10
<i>(Recommended through January 1, 2023)</i>	
Theresa Gill	10
<i>(Recommended through January 31, 2023)</i>	
William Ragan	10
<u>Student Services:</u>	
Patricia E. Brantley	11
Candice Land	
<i>(Personal Leave of Absence for the 2022-2023 school year)</i>	10
Lynn Lawrence	10
<i>(Recommended through January 3, 2023)</i>	
Tina Roush	10
Virginia L. Weaver	11

Tamara Williams	11
<u>Suwannee High School:</u>	
Harrison Ambrose	10
Nancy Aul	10
Neena Brown-Thomas	10
Tamara Burt	10
Benita Diggs	10
Terry Fillyaw	10
Amy C. Hendry	10
Cindi Hiers	11
Paula McMillan	10
Abigail Rodriguez	10
Eric Rodriguez	10
<i>(Professional Leave of Absence for the 2022-2023 school year)</i>	
Michelle Thompson	10
Kimberly Tuvell	10
Darlene Rice	10
Cindy Wiggins	12
Vernon Wiggins	10
Karen K. Williams	11
Pamela P. Williams	10
Damon L. Wooley	10
<u>Suwannee Middle School:</u>	
Alan R. Bonds	10
Robyn Bonds	10
Jennifer Byrd	10
Annette B. Chauncey	10
Heather Dean	10
Rhonda Furry	10
Lisa W. Gray	10
Hetti J. Harry	10
Misty Shawn Herring	11
Angela Hicks	10
Deanna Horton	10
Nicole Jackson	11
Christina McCullers	10
Tammie McKay	10
Holly McMillan	10
Lindy Meeks	10
Ona M. Robertson	10
Stephanie B. Sampson	10
Brad Scarborough	10
Canary S. Stephens	10
<u>Suwannee Opportunity School:</u>	
Mary Johnson	10

Suwannee Pineview Elementary-Innovation:

Rebecca L. Carter	10
Kristy D. Chauncey	10
Kimberly Hudson	10
Connie N. Leavitt	10
Marjerian Lewis	10
Joyce D. McIntosh	10
Melissa N. McKire	10
Tamara Michal	10
Laura Katherine Roberts	10
Kimberly M. Thomas	10
Shannon White	10
Amy Williams	10
Ashlee Wooley	10

Suwannee Riverside Elementary-Arts:

Lauren Belcher	10
Marcia Boatright	10
Rhoda J. Crews	10
Kelly Driggers	10
Robyne Edwards	10
Leigh Ann Fountain	10
April Frye	10
Staci Greaves	10
April Greene	10
Herbert Hutchison	10
Janell Miracle	10
Kimberly M. Mott	10
Mandy F. Ramsey	10
Stacey L. Skierski	10
Michele Turman	10
Kimberly Warren	10

Suwannee Springcrest Elementary-Leadership:

Jennifer Bonds	10
Victoria S. Carter	10
Jenny Clark	10
Stephanie Gray	10
William McCullers	10
Lynda McInnis	10
Rebecca Monroe	10
Catherine Nicely	10
Rebecca Reaves	10
Theda Roper	10
Becky Skipper	10
Sandra Winburn	10

Suwannee Virtual School:

Jennifer Campbell	10
Jean Eckhoff	10
Angela Hester	10

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

The following contract and term status are granted as indicated below:

Job titles are 2022-2023 appointments and for placement on a salary schedule:

<u>Name</u>	<u>Position</u>	<u>Contract</u>	<u>Term</u>
<u>District Office:</u>			
*Karen Bates	Payroll Supervisor	C	12
Melanie Buchanan	District Secretary	C	12
*Mary Chaney	Secretary/Textbook and Certification	C	12
<i>(Recommended through July 5, 2022)</i>			
*Sarah Chauncey	Personnel Specialist	C	12
*Cortney Flowers	Secretary, Administrative I	A	12
Katie Greene	Accounts Payable Specialist	A	12
*Jillian Herron	Employee Benefits Specialist	C	12
Naela Jimenez	Pre-K Paraprofessional	C	12
*Teresa Jones	Employee Benefits Specialist	C	12
*Erika Leak	Administrative Support Specialist	A	12
*Lorie Norris	Executive Secretary Fiscal	A	12
*Robinette Odom	Secretary to the Superintendent	C	12
Rosa Perez	Custodian	C	12
*Debra Ross	Secretary for Administration	C	12
*Tylyn Stansel	Secretary, Administrative I	C	12
Kimberly Steichen	Secretary, Administrative I	C	12
Juana Torres	Migrant Education Recruiter/Advocate	C	12
*Erin Vogel	Personnel Specialist	C	12
<i>*Confidential employee</i>			
<u>Branford Elementary School:</u>			
Teresa Allen	Media Clerk	C	10
Amaris Chapman	Paraprofessional	A	09
Kelly Davidson	Pre-K Paraprofessional/Lead CDA	C	09
Staci Feeney	Paraprofessional	C	09
Amanda Harris	Registrar	C	12
Austin Holtzclaw	Custodian	A	12
Cara Howard	Pre-K Paraprofessional/Lead CDA	C	09
Candice Hudson	Paraprofessional	A	09
Lacey Humphries	Paraprofessional	C	09
Anthony Jackson	Head Custodian	C	12
Hannah Knighton	Paraprofessional	INT C	09
Karen Knighton	Paraprofessional	C	09
Amanda Koon	Paraprofessional	A	09
Andrea Lanier	School Secretary	A	12
Amanda Martin	Paraprofessional	C	09

Amity McCall	Paraprofessional	C	09
Pamela Norton	Paraprofessional	C	09
Edna Roberts	Paraprofessional	A	09
Mary Roberts	Bookkeeper	C	12
Shawna Shae	Paraprofessional	A	09
Wendy Stines	Paraprofessional	C	09
Damaris Valdez	Paraprofessional	A	09
Dawn Willms	Custodian	INT C	12

Branford High School:

Jerri Byrd	School Secretary	C	12
Casey Estep	Paraprofessional	A	09
Matthew Hiers	Custodian	A	12
Luis Huerta Dominguez	Paraprofessional	A	09
Kayla Hygema	Custodian	A	12
Melissa Hygema	Media Clerk	A	10
Michele Lambert	Paraprofessional	C	09
Brenda Raulerson	Custodian	C	12
*Lauri Reaves	Administrative School Secretary	C	12
Donna Rhoden	Paraprofessional	A	09
Dana Root	Paraprofessional	C	09
Lisa Stevens	Paraprofessional	A	09
Roger Terry	School Secretary/Data Entry	C	12
Dana Tidwell	Bookkeeper	C	12
Karen Tucker	Head Custodian	C	12

*\*Confidential employee*

Facilities Department:

Timothy Bass	Maintenance Man I	C	12
K. Douglas Bates	Maintenance Foreman	C	12
John Betz	Maintenance Man I	C	12
James Bryan	Assistant Foreman	C	12
Maurice Copeland	Landscape Foreman	C	12
Mark Fitzpatrick	Maintenance Man I	C	12
Debbie Ritchey	Custodian	C	12
Kevin Hingson	Assistant Foreman Facilities	C	12
Matthew Hingson	Maintenance Man I	C	12
Lawrence Jelks	Maintenance Man I	C	12
*Russell Landen	Facilities Technology Technician	C	12
George Langford	Maintenance Man I	C	12
Daniel Monroe	Groundskeeper	C	12
Austin Murray	Landscape Gardener	A	12
Terry Murray	Air Conditioning/Electrical Specialist	C	12
Lorraine Musgrove	Facilities Assistant	C	12
Jeffery Prescott	Maintenance Man II	A	12
Terry Richardson	Painter	C	12
Clayton Ross	Assistant Grounds Foreman	INT C	12
Tyler Smith	Groundskeeper	C	12
*Christina Vann	Administrative Secretary I	C	12



Kevin Williams	Groundskeeper	C	12
<i>*Confidential employee</i>			
<u>Food Service:</u>			
Leona Ash	Food Service Manager	C	09
Sharlie Bailey	Food Service Worker-6 hr.	C	09
Terrie Baker	Food Service Manager-Assistant	C	09
RoseMerry Bell	Food Service Worker-6hr	A	09
Teresa Brannan	Food Service Worker-8 hr.	C	09
Shanda Campbell	Food Service Worker-6 hr.	C	09
Pamela Carver	Food Service Manager	C	09
Alysia Causey	Food Service Worker-8 hr.	C	09
Jenna Chancey	Food Service Worker-6 hr.	C	09
Diane Chavez	Food Service Worker-8 hr.	C	09
Kimberly Choe	Food Service Manager	C	09
Daisy Couture	Food Service Worker-3 hr.	PT	09
Crystal Cox	Food Service Worker-6 hr.	C	09
Leah Cribbs	Food Service Worker-3 hr.	PT	09
Mary DeHart	Food Service Worker-8 hr.	C	09
Carolyn Dexter	Food Service Worker-8 hr.	C	09
Sheree Dugdale	Food Service Worker-6 hr.	C	09
Tiffany Dunn	Food Service Worker-3 hr.	A	09
Annie Folsom	Food Service Worker-8 hr.	C	09
Jennifer Gaskins	Food Service Worker-8 hr.	C	09
Rosanna Holtzclaw	Food Service Worker-8 hr.	C	09
Reba Hurst	Food Service Manager	C	09
Lyndze Jandle	Food Service Worker-3 hr.	PT	09
*Cindy Johnson	Administrative Secretary I	C	12
Katrina Johnson	Food Service Manager-Assistant	C	09
Wendy Jones	Food Service Manager-Assistant	C	09
Rebecca Kirby	Food Service Manager	C	09
Leslie Kurtz	Food Service Worker-8 hr.	C	09
Janice Lee	Food Service Manager	C	09
Chatisa Lett	Food Service Worker-3 hr.	PT	09
Heather Lewis	Food Service Worker-3 hr.	PT	09
Peggy Mead	Food Service Worker-8 hr	A	09
Evelin Najera	Food Service Worker-8 hr.	C	09
Paul Otterbine	Food Service Worker-8 hr.	C	09
Cierra Parker	Food Service Worker-8 hr.	INT C	09
Shirley Philmore	Food Service Worker-8 hr.	C	09
Gloria Presley	Food Service Worker-3 hr.	PT	09
Uriel Ramirez Perez	Food Service Worker-3 hr.	PT	09
Melanie Rickett	Food Service Manager	C	09
Donna Rightmire	Food Service Worker-6 hr.	A	09
Marilyn Gonzalez-Santos	Food Service Worker-8 hr.	INT C	09
Dawn Shearer	Food Service Worker-8 hr.	C	09
Natella Smith	Food Service Worker-6 hr.	C	09
Quintonia Smith	Food Service Worker-3 hr.	PT	09

Rhonda Tillman	Food Service Worker-8 hr.	C	09
Edith Underwood	Food Service Worker-8 hr.	C	09
Toni Vargas-Garcia	Food Service Worker-6 hr.	C	09
Julie Verdegem	Food Service Worker-8 hr.	C	09
Amelia Warner	Food Service Assistant Manager	C	09
Stephanie Whittington	Food Service Worker-8 hr.	C	09
Kelly Wiggins	Food Service Worker-6 hr.	C	09
Teresa Williams	Food Service Worker-8 hr.	C	09
William Yates	Food Service Worker-8 hr.	C	09
Jennifer York	Food Service Worker-3 hr.	C	09
<i>*Confidential employee</i>			

Information Technology Department:

*Donna Bass	Administrative Secretary I	C	12
Jacob Cross	Information Technology Technician	A	12
Stewart Fissell	Information Technology Technician	C	12
Brian Gollery	Information Technology Technician	C	12
Bruce Kinsey	Information Technology Technician	C	12
Landon Messer	Information Technology Technician	A	12
*Kelly Philmore	Network Specialist	C	12
Evan Saunders	Information Technology Technician	C	12
<i>*Confidential employee</i>			

RIVEROAK Technical College:

Heymi Jimenez	Registrar	A	12
Ashley Kirby	Financial Aid Specialist	C	12
*Tommy Miller	Administrative Secretary I	C	12
Damien Rickett	Custodian	C	12
Lori Smith	Head Custodian	C	12
Terry Vickers	Community Relations Specialist	C	12
Katlin Westrich	Bookkeeper	C	12
<i>*Confidential employee</i>			

School Nurses:

Rebecca Gaddy	School Nurse (SMS)	A	10
Kelly Melland	School Nurse (SRE)	C	10
Rebekah Mercer	School Nurse (BES)	C	10
Patricia Nixon	School Nurse (SHS)	C	10
Shalenthia Reynolds	School Nurse (SSE)	C	10

Suwannee High School:

Carla Blalock	Administrative Secretary	C	12
Cynthia Brown	Custodian	C	12
Viola Brown	Custodian	C	12
Deborah Davis	Paraprofessional	C	09
Tenlee Deloach	School Secretary	C	12
Stephanie Eady	Paraprofessional	C	09
Laritta Hunter	Attendance Clerk	C	10
A. Lloyd Jackson	Head Custodian	C	12

Keith Johnson	Custodian	C	12
Kelly McManaway	Paraprofessional	A	09
Michael Dunmore	Security Guard	A	12
Yvette Perez	Migrant Paraprofessional	C	10
Alexandra Scoggins	Paraprofessional	A	09
Vance Wiggins	Paraprofessional	A	09
Laketha D. Wilson	School Secretary	C	12
Kasey Wynn	Bookkeeper	C	12

Suwannee Middle School:

Pamela Bedenbaugh	Bookkeeper	A	12
Melanie Chambliss	Administrative School Secretary	C	12
Tiffany Dear	Media Clerk	INT C	10
Balinda Federick	Paraprofessional	A	09
Cynthia Ford	Custodian	C	12
Sandra Fountain	Head Custodian	C	12
Michael Herring	Paraprofessional	C	09
Emiley Maynard	Paraprofessional	A	09
Jarvis McClain	Custodian	A	12
Verhonda Morris	ESE Paraprofessional	C	09
Theresa Owens	Paraprofessional	C	09
Leslie Ramsey	General Receptionist	A	11
Magda Sanches	Custodian	A	12
Lisa Shuler	Custodian	C	12
Elizabeth Smith	Paraprofessional	C	09
Linda Strait	Registrar	C	12
Maritza Torres	Paraprofessional	A	09
Teresa Williams	Paraprofessional	A	09

Suwannee Opportunity School:

Courtney McHugh	Paraprofessional	A	09
Christopher Ringlein	Security Guard	C	12
Jacqueline Taylor	Secretary	A	12

Suwannee Pineview Elementary-Innovation:

Katelyn Blong	Pre-K Paraprofessional	A	09
Kadie Butler	Paraprofessional	C	09
Tanya Crain	Paraprofessional	C	09
Alexis Dalton	Paraprofessional	A	09
Traci Davis	Pre-K Paraprofessional/Lead CDA	C	09
Kay Glass	Media Clerk	C	10
Bart Hill	Custodian	A	12
Tammy Johns	School Bookkeeper	C	12
Amanda Kiser	Pre-K Paraprofessional/Lead CDA	C	09
JoAnn LeDew	ESE Paraprofessional	C	09
Connie Little	School Secretary	C	12
<i>(Recommended through September 2, 2022)</i>			
Heather Marshall	Paraprofessional	C	09
Jennifer McMillan	Paraprofessional	C	09
Jessica Melgar	Paraprofessional	C	09

Natalia Morales	Paraprofessional	A	09
Artra Moore	Paraprofessional	A	09
Sasharine Richardson	Head Custodian	A	12
Ashley Reeves	ESE Paraprofessional	C	09
Kristin Register	Paraprofessional	C	09
Lori Torres	Administrative Secretary	A	12
Barbara Tucker	Paraprofessional	C	09
Amanda Williams	Paraprofessional	A	09
Brandy Williamson	Paraprofessional	A	09
Elisahar Woloszyn	Paraprofessional	C	09

Suwannee Riverside Elementary-Arts:

Tresca Anderson	Pre-K Paraprofessional/Lead CDA	C	09
Tara Ash	Paraprofessional	C	09
Gail Butler	ESE Paraprofessional	C	09
Linda Cheshire	Paraprofessional	C	09
Erika Delgado	Paraprofessional	A	09
Monica Djulvez	Paraprofessional	C	09
Jody Ellison	Head Custodian	C	12
Jennifer Floyd	Paraprofessional	C	09
Mayra Gonzalez	Paraprofessional	C	09
Julia Gay Mangum	Paraprofessional	C	09
Heather Holton	Registrar	C	12
Jenna Hunter	Paraprofessional	A	09
Vanessa Isidro Mares	Pre-K Paraprofessional	C	09
Janice McCall	Pre-K Paraprofessional	C	09
Rebecca McCray	Paraprofessional	A	09
Bethany Mabey	Pre-K Paraprofessional	A	09
Wildaly Nieves-Lopez	Paraprofessional	C	09
Nicole Poole	Pre-K Paraprofessional/Lead CDA	C	09
Mariah Pyle	Paraprofessional	A	09
Kimberly Ranck	Paraprofessional	A	09
Kristen Register	Paraprofessional	A	09
Amy Sansouci	School Secretary	C	12
Julie Skeen	Paraprofessional	C	09
Mackia Strickland	Receptionist	C	09
Geraldine Thomas	Paraprofessional	C	09

*(Recommended through August 31, 2022)*

Alexander Torres	Custodian	C	12
Carol Ann Townsend	Pre-K Paraprofessional	A	09
Herbert Williams	Custodian	C	12
Ronna Williams	Media Clerk	C	10
Lee Ann Wirick	Paraprofessional	A	09
Deanna Yott	Pre-K Paraprofessional/Lead CDA	C	09

Suwannee Springcrest Elementary-Leadership:

Lori Alban	Registrar	C	12
Christina Batton	ESE Paraprofessional	C	09
Tara Brock	Pre-K Paraprofessional/Lead CDA	C	09
Mayra Castaneda	Paraprofessional	C	09

Tina Colvin	Bookkeeper	C	12
Alice Gambel	Paraprofessional	C	09
Crystal Gill	Paraprofessional	C	09
Lewanda Hill	Paraprofessional	A	09
LaDonna Holmes	Paraprofessional	C	09
Maya Kennedy	Paraprofessional	A	09
June Lane	Pre-K Paraprofessional	C	09
Marissa Lane	Paraprofessional	C	09
Kelsey Leighton	Paraprofessional	C	09
Rebecca McCaskill	Paraprofessional	A	09
Holly Melland	Paraprofessional	A	09
Catherine Melton	Paraprofessional	C	09
Lynn Peaden	Media Clerk	C	10
Timothy Rickett	Head Custodian	C	12
Tiffany Sanders	Paraprofessional	C	09
Monica Sauer	Paraprofessional	C	09
Holly Setzer	Paraprofessional	C	09
Amy Steed	School Secretary	C	09
Stephanie Smith	Paraprofessional	A	09

Suwannee Virtual School:

*Naela Salazar	Administrative School Secretary	A	12
<i>*Confidential employee</i>			

Transportation Department:

Tyrone Ansley	Mechanic	C	12
David Barnes	Bus Driver	C	09
Sharon Lynn Bass	Bus Driver	C	09
David Beard	Bus Driver	C	09
<i>(Recommended through October 31, 2022)</i>			
Lawrence Brannon	Mechanic	A	12
*Sharon Braun	Administrative Secretary I	C	12
Alma Brown	Bus Driver	C	09
Eppie Brown	Bus Attendant	C	09
Chinneta Butler	Bus Driver	C	09
Jimmy Cannon	Bus Driver	A	09
Nisa Carlisle	Bus Driver	C	09
Sarah Chavis	Bus Driver	C	09
Paula Cherry	Bus Driver	C	09
Dawson Chitwood	Parts Inventory Clerk	A	12
Elizabeth Cooper	Crossing Guard	PT	09
Daisy Couture	Bus Attendant	C	09
Frederick Deaver	Bus Driver	C	09
Eunice Dunmore	Bus Driver	C	09
Jennifer Farrar	Bus Driver	A	12
Tracy Felty-Janosh	Bus Driver	A	09
Crystal Fernandez	Bus Driver	C	09
Caren L. Fout	Bus Driver	C	09
Robert Frayer	Bus Driver	A	09

Pauline Frazier	Bus Driver	C	09
Stacy Futch	Vehicle Maintenance Manager	C	12
Robin Garbett	Bus Driver	C	09
Mercedes Gervacio	Bus Attendant	C	09
<i>(Recommended through October 10, 2022)</i>			
Ana Gienger	Bus Driver	C	09
Lance Griner	Mechanic	C	12
Toni Hansard	Bus Driver	A	09
Deborah Harnage	Bus Driver	INT C	09
Kimberly Harnage	Bus Driver	A	09
Gina Henderson	Bus Driver	A	09
Debra Hill	Bus Attendant	C	09
Shateea Butler Hughes	Bus Driver	A	09
Jeffry Hunt	Bus Driver	C	09
Kiara Janosh	Bus Driver	A	09
Laura Jaramillo	Bus Driver	C	09
Carol Jenkins	Bus Driver	C	09
John Jenkins	Mechanic	C	12
*Kelly Jenkins	Administrative Secretary I	C	12
Caleb Jones	Bus Driver	A	09
Christina Jones	Bus Driver	A	09
John Kerry	Bus Driver	C	09
Susan Kirby	Bus Attendant	A	09
Gina Knight	Bus Attendant	C	09
Robin Krause	Bus Driver	C	09
Monica Lorenz	Bus Driver	A	09
Curt Lux	Bus Driver	A	09
Eva Moore	Bus Driver	C	09
Lynne Otterbine	Crossing Guard	PT	09
Ashley Payne	Bus Driver	A	09
Joseph Phillips	Crossing Guard	PT	09
Toni Phillips	Crossing Guard	PT	09
Patrick Pierce	Crossing Guard	PT	09
Jennifer Ponder	Bus Driver	C	09
Jack Powell	Bus Driver	C	09
Gloria Presley	Bus Driver	C	09
Dana Prince	Bus Driver	INT C	09
Cathy Reed	Bus Driver	C	09
Joanne Ripley	Crossing Guard	PT	09
Synthia Schnaudigel	Bus Driver	C	09
Quintonia Smith	Bus Attendant	INT C	09
Janice Thompson	Bus Driver	C	09
Heather Thornton	Crossing Guard	PT	09
Thawanna Tooten	Bus Driver	C	09
Misty Voss	Bus Driver	C	09
Shirley Ware	Bus Attendant	INT C	09
Alice Wenig	Bus Driver	C	09
Inez Williams	Bus Driver	C	09
Lakeisha Williams	Bus Driver	C	09

Ashley Zarate  
*\*Confidential employee*

Bus Driver

A

09

**End of List  
2022-2023  
School Year**

5/11/22

ESP

**COMPENSATION  
2022-23**

JA  
VMD  
5/11/22  
TA [Signature]  
5/11/2022

The parties agree to the following compensation items effective 7/1/22.

- The parties agree to provide a minimum 2% increase to the noninstructional salary schedules.
- The parties agree that the minimum hourly rate for noninstructional salary schedules will be \$15.
- The parties agree to an increase of 1% to the differentiated pay supplements effective 7/1/22. (Note: The schedule will be rounded to the nearest \$5 increment.)
- The parties agree to an increase in the noninstructional professional development rate from \$7.25 per hour to \$15 per hour effective 7/1/22.

The parties agree that the collective bargaining agreement defines the hours of employment for the education staff professionals.

- The parties agree to extend the hours worked for bus drivers and driver aides by 30 minutes per day. The contract day will increase from 4 hours to 4.5 hours per day. The salary schedule will be adjusted to reflect the additional time.
- The parties agree that the hours of employment for paraprofessionals match the instructional day. Therefore, the hours worked for paraprofessionals will be extended by 15 minutes, increasing from 7.25 hours to 7.5 hours, effective 7/1/22. The salary schedule will be adjusted to reflect the additional time.
- The parties agree that the hours of employment for nurses match the instructional day. Therefore, the hours worked for nurses will be extended by 15 minutes, increasing from 7.25 hours to 7.5 hours, effective 7/1/22. The salary schedule will be adjusted to reflect the additional time.



# NONINSTRUCTIONAL

## SALARY SCHEDULE 2022-2023

### BUS DRIVERS/BUS ATTENDENTS - 9 MONTHS - 180 DAYS

#### YEARS OF EXPERIENCE

Position	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Driver	18235	18540	18854	19168	19474	19779	20093	20399	20713	21018	21828	22671	23035	23365	23704
Bus Attendant	12150	12207	12272	12296	12571	12855	13130	13406	13689	13973	14386	14888	15131	15350	15568

Exceptional Student Education (out-of-county) bus drivers/bus attendents will receive a supplement of 12 1/2% of their salary. Prevailing minimum wage for driving time and for assigned supervision time shall be paid for trips other than regular routes or duties. (Field trips, etc.) All fulltime bus drivers will receive an additional two hours pay for cleaning their bus before the start of the school year.

\*Bus Attendants will be paid according to the Bus Driver Salary Schedule, Driver Level, zero experience, when required to drive a school bus.

Drivers who are training other drivers during non-route driving time, shall be paid at their hourly driving rate.

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 180.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

Effective July 1, 2022-June 30, 2023

Adopted xx/xx/xxxx by the  
SUWANNEE COUNTY SCHOOL BOARD  
1740 Ohio Avenue, South  
Live Oak, Florida 32064  
386/647-4600  
Ted L. Roush, Superintendent

# NONINSTRUCTIONAL

APPENDIX A

TA *AMC* 5/16/22

## SALARY SCHEDULE 2022-2023

### COMMUNITY SCHOOLS COORDINATOR

TA  
4/16/22  
5/16/22

0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
32754	33488	34236	34961	35696	36427	37162	37898	38630	39369	40469	41634	42298	42917	43535

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

All salaries are based on 12 months. When an employee is on less than 12 months, the salary will be prorated on a monthly basis.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 196 for 10 months, 216 for 11 months, and 261 for 12 months.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

Effective July 1, 2022-June 30, 2023

Adopted xx/xx/xxxx by the  
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1740 Ohio Avenue, South  
Live Oak, Florida 32064  
386/647-4600  
Ted L. Roush, Superintendent

NONINSTRUCTIONAL  
SALARY SCHEDULE 2022-2023

TA *TA* 5/16/22

CUSTODIANS

YEARS OF EXPERIENCE

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
2	31320	31362	31424	31466	31529	31571	31633	31675	31738	31779	31842	31884	32390	32863	33336
1	31988	32635	33283	33951	34619	35308	36018	36749	37480	38231	38983	39776	40570	41384	42198

CLASSIFICATION LEVEL

- 2 Custodian  
1 Head Building Custodian

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

All salaries are based on 12 months. When an employee is on less than 12 months, the salary will be prorated on a monthly basis.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 196 for 10 months, 216 for 11 months, and 261 for 12 months.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

Effective July 1, 2022-June 30, 2023

Adopted xx/xx/xxxx by the  
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1740 Ohio Avenue, South  
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386/647-4600  
Ted L. Roush, Superintendent

## NONINSTRUCTIONAL

## SALARY SCHEDULE 2022-2023

## LUNCHROOM

183 Days - Worker

186 Days - Asst. Manager

## YEARS OF EXPERIENCE

TA and 5/16/22

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
2	21960	22004	22033	22077	22121	22150	22194	22224	22253	22751	23497	24332	24712	25078	25444
1	22543	22990	23451	23927	24403	24894	25385	25891	26412	26948	27483	28034	28584	29165	29745

## CLASSIFICATION LEVEL

- 2 Worker  
1 Asst. Manager

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 183 or 186.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

Effective July 1, 2022-June 30, 2023

Adopted xx/xx/xxxx by the  
SUWANNEE COUNTY SCHOOL BOARD  
1740 Ohio Avenue, South  
Live Oak, Florida 32064  
386/647-4600  
Ted L. Roush, Superintendent

# NONINSTRUCTIONAL

## SALARY SCHEDULE 2022-2023 MAINTENANCE

### YEARS OF EXPERIENCE

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
6	31320	31362	31424	31466	31529	31571	31633	31675	31738	31779	31842	31884	32385	32865	33345
3	31320	31404	31487	31591	31675	31758	31842	31926	32030	32113	32197	33199	33721	34222	34723
2	31320	31404	31466	31550	31620	32329	33042	33755	34468	35179	36248	37331	37921	38478	39036
1	31320	32008	32726	33444	34161	34877	35595	36315	37033	37751	38828	39961	40594	41189	41783
1A	35532	36236	36944	37650	38355	39063	39767	40479	41181	41893	42953	44170	44872	45526	46181
1B	39547	40265	40981	41700	42418	43132	43837	44568	45289	46002	47077	48377	49141	49862	50581

### CLASSIFICATION LEVEL

- 6 Groundsman
- 3 Maintenance Man III
- 2 Maintenance Man II, AV Repairman
- 1 Maintenance Man I, Painter/Asst. Ground Foreman
- 1A Air Conditioning/Electrical Specialist, IT Technician, Landscape Specialist, Facilities Assistant, Assistant Foreman
- 1B Maintenance Foreman

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

All salaries are based on 12 months. When an employee is on less than 12 months, the salary will be prorated on a monthly basis.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 196 for 10 months, 216 for 11 months, and 261 for 12 months.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

Effective July 1, 2022-June 30, 2023

Adopted xx/xx/xxxx by the  
SUWANNEE COUNTY SCHOOL BOARD  
1740 Ohio Avenue, South  
Live Oak, Florida 32064  
386/647-4600  
Ted L. Roush, Superintendent

TA *CMG* 5/16/22TA  
vmd  
5/16/22

**NONINSTRUCTIONAL**  
**SALARY SCHEDULE 2022-2023**  
**MECHANICS**

**YEARS OF EXPERIENCE**

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
3	31320	31341	31362	31404	31424	31445	31466	31487	31529	31550	31566	32554	33067	33550	34093
2	35261	35974	36677	37388	38094	38801	39513	40217	40924	41629	42696	43905	44598	45254	45910
1	39291	40005	40725	41440	42159	42875	43593	44309	45030	45742	46820	48111	48875	49589	50302
1A	48045	48726	49411	50093	50779	51457	52141	52824	53508	54192	55221	56681	57579	58422	59264

**CLASSIFICATION LEVEL**

- 3 Mechanic Helper
- 2 Mechanic
- 1 Head Mechanic
- 1A Transportation Maintenance Coordinator

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

All salaries are based on 12 months. When an employee is on less than 12 months, the salary will be prorated on a monthly basis.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 196 for 10 months, 216 for 11 months, and 261 for 12 months.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

Effective July 1, 2022-June 30, 2023

Adopted xx/xx/xxxx by the  
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1740 Ohio Avenue, South  
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Ted L. Roush, Superintendent

## NONINSTRUCTIONAL

SALARY SCHEDULE 2022-2023  
OFFICE ASSISTANT 185 DAYS

## YEARS OF EXPERIENCE

TA and 5/16/22

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
III	22200	22237	22274	22311	22348	22385	22422	22459	22496	22955	23636	24464	24864	25219	25574
II	22230	22304	22378	22452	22526	22600	22644	23088	23547	24006	24701	25545	25944	26329	26699

## CLASSIFICATION LEVEL

Level III High School Diploma, GED  
 Level II Associate of Arts, Associate of Science \*Junior level status college

Add On \*\*CDA Certification adds \$500 to base

\*Must present satisfactory documentation of completion of twelve (12) quarter hours or equivalent earned at a regionally accredited four (4) year degree granting college or university. All eligible hours must be earned after admission to a degree-seeking program, at junior level status, and have a grade "C" or better.

\*\*This add on is eliminated except for employees certified as of July 1, 2004.

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 185.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

Effective July 1, 2022-June 30, 2023

Adopted xx/xx/xxxx by the  
 SUWANNEE COUNTY SCHOOL BOARD  
 1740 Ohio Avenue, South  
 Live Oak, Florida 32064  
 386/647-4600  
 Ted L. Roush, Superintendent

## NONINSTRUCTIONAL

## SALARY SCHEDULE 2022-2023

## PARAPROFESSIONAL/STUDENTCARE ATTENDANT 185 DAYS

## YEARS OF EXPERIENCE

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
2	20813	20937	21062	21183	21655	22129	22602	23073	23551	24024	24735	25589	25992	26368	26743
1	21229	21659	22089	22533	22977	23435	23907	24378	24878	25364	25877	26390	26918	27459	28014

CLASSIFICATION LEVEL

Level 2

High School Diploma, GED

Level 1

Associate of Arts, Associate of Science \*Junior level status college, or Interpreter Level I EIE

\*Must present satisfactory documentation of completion of twelve (12) quarter hours or equivalent earned at a regionally accredited four (4) year degree granting college or university. All eligible hours must be earned after admission to a degree-seeking program, at junior level status, and have a grade "C" or better.

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 185.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

Effective July 1, 2022-June 30, 2023

Adopted xx/xx/xxxx by the  
SUWANNEE COUNTY SCHOOL BOARD  
1740 Ohio Avenue, South  
Live Oak, Florida 32064  
386/647-4600  
Ted L. Roush, Superintendent



## NONINSTRUCTIONAL

SALARY SCHEDULE 2022-2023  
PRE-K PARAPROFESSIONAL 190 DAYS

## YEARS OF EXPERIENCE

TA  
YMD  
5/16/22

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
2	21375	21580	22071	22551	23038	23526	24013	24497	24983	25469	26198	27079	27494	27879	28265
1	22218	22701	23188	23676	24159	24642	25132	25617	26103	26587	27318	28220	28656	29057	29459

CLASSIFICATION LEVEL

- 2 CDA or Equivalent and High School Diploma, GED  
 1 CDA or Equivalent and Associate of Arts, Associate of Science \* Junior level status college, or Interpreter Level I EIE

\*Must present satisfactory documentation of completion of twelve (12) quarter hours or equivalent earned at a regionally accredited four (4) year degree granting college or university. All eligible hours must be earned after admission to a degree-seeking program, at junior level status, and have a grade "C" or better.

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 190.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

Effective July 1, 2022-June 30, 2023

Adopted xx/xx/xxxx by the  
 SUWANNEE COUNTY SCHOOL BOARD  
 1740 Ohio Avenue, South  
 Live Oak, Florida 32064  
 386/647-4600  
 Ted L. Roush, Superintendent

## NONINSTRUCTIONAL

SALARY SCHEDULE 2022-2023  
PRE-K PARAPROFESSIONAL 190 DAYS

## YEARS OF EXPERIENCE

TA  
yup  
5/16/22

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
2	21375	21580	22071	22551	23038	23526	24013	24497	24983	25469	26198	27079	27494	27879	28265
1	22218	22701	23188	23676	24159	24642	25132	25617	26103	26587	27318	28220	28656	29057	29459

CLASSIFICATION LEVEL

- 2 CDA or Equivalent and High School Diploma, GED  
 1 CDA or Equivalent and Associate of Arts, Associate of Science \*Junior level status college, or Interpreter Level I EIE

\*Must present satisfactory documentation of completion of twelve (12) quarter hours or equivalent earned at a regionally accredited four (4) year degree granting college or university. All eligible hours must be earned after admission to a degree-seeking program, at junior level status, and have a grade "C" or better.

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 190.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

Effective July 1, 2022-June 30, 2023

Adopted xx/xx/xxxx by the  
 SUWANNEE COUNTY SCHOOL BOARD  
 1740 Ohio Avenue, South  
 Live Oak, Florida 32064  
 386/647-4600  
 Ted L. Roush, Superintendent

TA *CMJ* 5/16/22

TA  
4th  
5/16/22

SALARY SCHEDULE 2022-2023  
SCHOOL NURSE WITH BACHELOR'S DEGREE

YEARS	BACHELORS
0	39838
1	40615
2	41390
3	42167
4	42942
5	43775
6	44606
7	45438
8	46269
9	47101
10	48210
11	49319
12	50428
13	51537
14	52645
15	53754
16	54864
17	55972
18	57081
19	58189
20	59298
21	60408
22	61515
23	62624

The Superintendent may approve up to three (3) years non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, the employee will progress to the succeeding step on July 1 of each year providing the employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

Salary is based on 196 days for 10 months. Loss of pay for any days not paid shall be on a basis of a daily rate.

**ADVANCED DEGREE SUPPLEMENTS**  
Master's Degree add \$2,310 to Bachelors

Effective July 1, 2022-June 30, 2023

Adopted xx/xx/xxxx by the  
SUWANNEE COUNTY SCHOOL BOARD  
1740 Ohio Avenue, South  
Live Oak, Florida 32064  
386/647-4600  
Ted L. Roush, Superintendent

## NONINSTRUCTIONAL

SALARY SCHEDULE 2022-2023  
SECRETARIAL AND OTHER OFFICE PERSONNEL

## YEARS OF EXPERIENCE

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
11	31320	31404	31487	31591	31675	31758	31842	31946	32030	32105	33158	34178	34716	35228	35739
10	31320	31362	31404	31445	31487	31529	31561	32371	33180	33989	35084	36143	36717	37254	37793
9	31320	31445	31562	32371	33180	33992	34797	35564	36397	37227	38401	39528	40152	40741	41331
8	31952	32408	32931	33742	34558	35409	36204	37039	37851	38664	39876	41030	41679	42286	42892
7	33223	33687	34199	35018	35837	36686	37476	38309	39103	39942	41179	42363	43032	43664	44298
6	31320	31404	31487	31591	31675	31758	31842	31926	32030	32113	32194	33197	33718	34217	34715
5	31320	31362	31404	31424	31466	31508	31550	31571	31612	31663	32724	33733	34267	34767	35270
4	31320	31424	31508	31612	31696	31800	31884	31978	32710	33448	34549	35599	36188	36696	37224
3	31320	31445	31571	31717	31842	31972	32083	33391	34109	34817	35886	36959	37547	38096	38647
2	31320	31487	31644	32364	33077	33794	34510	35224	35939	36656	37726	38838	39452	40028	40607
1	31552	32274	33000	33715	34446	35167	35887	36611	37332	38054	39136	40279	40918	41513	42111
1A	31952	32408	32931	33742	34558	35409	36204	37039	37851	38664	39876	41030	41679	42286	42892

## CLASSIFICATION LEVEL

- 11 General Secretary
- 10 District Level Secretary, District Secretary (Custodian of Records)
- 9 Administrative Secretary II
- 8 School Bookkeeper
- 7 Accounts Payable Specialist
- 6 Clerk, Media Clerk, Interpreter
- 5 General Receptionist
- 4 School Secretary, District Sec., Bus Driver/Data Entry
- 3 Adm. School Secretary, 1st class Sec./Adm. Aide, District Secretary(Records), Homeless Advocate, Interpreter/Parent Liaison/Pre-K Resource Assistant, Registrar
- 2 Adm. Secretary, Bookkeeper, Parts Inventory Clerk
- 1 Financial Aid Coordinator
- 1A Accounting Clerk/Finance, Community Relations Specialist

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

All salaries are based on 12 months. When an employee is on less than 12 months, the salary will be prorated on a monthly basis.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 196 for 10 months, 216 for 11 months, and 261 for 12 months.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

Effective July 1, 2022-June 30, 2023

Adopted xx/xx/xxxx by the  
SUWANNEE COUNTY SCHOOL BOARD  
1740 Ohio Avenue, South  
Live Oak, Florida 32064  
386/647-4600  
Ted L. Roush, Superintendent

## NONINSTRUCTIONAL

SALARY SCHEDULE 2022-2023  
SECURITY GUARD

## YEARS OF EXPERIENCE

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5/16/22

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
2	31320	31583	31445	31487	31550	31604	32312	33021	33733	34447	35510	36577	37157	37703	38248
1	31391	32262	33130	33996	34865	35731	36605	37466	38342	39211	40508	41679	42341	42961	43581

CLASSIFICATION LEVEL

Level 2      Security Guard  
Level 1\*     Security Guard

\*This classification level eliminated except for employees classified Level 1 (Chief) as of 6/1/95.

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

All salaries are based on 12 months. When an employee is on less than 12 months, the salary will be prorated on a monthly basis.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 196 for 10 months, 216 for 11 months, and 261 for 12 months.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

Effective July 1, 2022-June 30, 2023

Adopted xx/xx/xxxx by the  
SUWANNEE COUNTY SCHOOL BOARD  
1740 Ohio Avenue, South  
Live Oak, Florida 32064  
386/647-4600  
Ted L. Roush, Superintendent

5/16/22

INSTRUCTIONAL AND ESP  
BONUS

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VMD  
5/16/22

1. The parties agree to a one time nonrecurring bonus in the amount of \$500 to be paid to all employees who meet the following criteria:

- A. Are actively employed as of the date of ratification and who have been employed with the district a minimum of half of fiscal year 2021-22.
- B. Employees who are on an approved leave of absence during fiscal year 2021-22 are eligible for the bonus, provided they meet the criteria of "A" above and actively worked a minimum of half of fiscal year 2021-22.

This bonus will be paid during the month of June 2022.

2. The parties agree to a one time nonrecurring bonus in the amount of \$250 to be paid to all employees who meet the following criteria:

- A. Are actively employed as of the date of ratification and who have been employed with the district a minimum of half of fiscal year 2021-22.
- B. Employees who are on an approved leave of absence during fiscal year 2021-22 are eligible for the bonus, provided they meet the criteria of "A" above and actively worked a minimum of half of fiscal year 2021-22.
- C. Who are still employed and physically return to work as of the first student day on August 10, 2022.

This bonus will be paid on the last payroll of August 2022.

**SUWANNEE COUNTY SCHOOL BOARD  
DIFFERENTIATED PAY PLAN**

In accordance with Florida Statute 1012.22 (1) (c) (4), beginning with the 2007-2008 academic year, the Suwannee District School Board proposes a salary schedule with differentiated pay for both instructional personnel and school-based administrators. This Differentiated Pay Plan shall be included as part of the salary schedule as required by *f.s. 1012.22* and is subject to negotiation as provided in chapter 447. The differentiated pay is based on district-determined factors, including, but not limited to, additional responsibilities, school demographics, critical shortage areas, and level of job performance difficulties.

**I. SCHOOL-BASED ADMINISTRATORS**

- A. Assignment to a school that earned a grade of "F" or three consecutive grades of "D" add \$500 supplement for each year, and continuing for at least 1 year following improved performance
- B. Principal's Leadership Academy Tier II \$1,000.00
- C. Certification as School Principal \$2,000.00
- D. Assignment to Title I School \$100.00

**II. INSTRUCTIONAL EMPLOYEES**

- A. D or F School Incentive: A non-recurring, one thousand dollar (\$1,000.00) incentive for teachers transferring to a "D" or "F" school from a higher performing school within the District. The transferring teacher must have received a very effective or outstanding performance evaluation the preceding year.
- B. Department Head/Curriculum Leader/Grade Level Chair ~~\$1,000.00~~ \$1,010.00
- C. ESE Teacher: As Teacher of Record or Support Facilitation for ESE Students if ESE certification is required based on student enrollment. Shall be earned by completing one extended duty day per week (8 hours) ~~\$573.00~~ \$580.00
- D. PECDS Mentor/New Teacher Mentor: For satisfactorily serving as a mentor teacher. NBCTE certified teachers are ineligible for this supplement if the bonus provided to them through the National Board (Program) provides for a supplement equal to or greater than \$500. In the event funding from the Program is less than \$500, National Board certified teachers who serve as mentors will be eligible for an amount which will provide for at least \$500 when combined from any amounts paid through the Program. Requires approval and documentation of required mentoring hours. ~~\$500.00~~ \$505.00

E. Planning Period Supplement: For the voluntary surrender of a teacher's planning period to serve as teacher of record for an additional period of instruction as requested by the school principal. The supplement shall be earned based on completing an additional 30 minutes per day as plan time. The supplement is based on a sixty (60) minute period of instruction during the normal duty day and shall be prorated for varying lengths of periods. Appointments shall be made based on needs of the school, master schedule, and the voluntary acceptance of the teacher and shall not be subject to posting requirements. Travel will be reimbursed by the District if the teacher is assigned to both Live Oak and Branford Schools.

\$3,744.00  
~~3,800.00~~ per  
 year;  
~~\$1,872.00~~  
~~1,900.00~~ per  
 semester,  
~~\$936.00~~  
~~950.00~~ per  
 nine weeks

F. Reading Supplement: A one time supplement for Reading Coaches and secondary Reading Teachers who attain the Reading Endorsement or certification in Reading

~~\$550.00~~ \$560.00

G. Longevity Supplement for Grandfathered Teacher & Social Worker Salary Schedule (Appendix A):

1. Step 15	\$500.00
2. Step 16	\$1000.00
3. Step 17	\$1500.00
4. Step 18	\$2000.00
5. Step 19	\$2500.00
6. Step 20	\$3250.00
7. Step 21	\$4000.00
8. Step 22	\$4750.00
9. Step 23	\$5500.00
10. Step 23 + 1	\$6300.00
11. Step 23 + 2	\$7400.00
12. Step 23 + 3	\$8300.00

H. Purchase of Extended Day (7.5 Hour Day) for Grandfathered Teacher & Social Worker Salary Schedule (Appendix A):

1. Step 14	\$2000.00
2. Step 15	\$2500.00
3. Step 16	\$3000.00
4. Step 17	\$3500.00
5. Step 18	\$4000.00
6. Step 19	\$4500.00
7. Step 20	\$5250.00
8. Step 21	\$6000.00
9. Step 22	\$6750.00
10. Step 23	\$7500.00
11. Step 23 + 1	\$8500.00
12. Step 23 + 2	\$9400.00
13. Step 23 + 3	\$10300.00

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I. Alternative Performance Pay Salary Placement for Transfers from Florida School Districts: For instructional personnel transferring from another Florida school district and a) who have a minimum of twenty (20) years of teaching experience in a Florida school district; b) who have a final evaluation of highly effective or effective from the



school district he/she is transferring from; and c) who have no past or pending disciplinary issues at FLDOE that would impact student health, safety and welfare, the employee will be placed at a salary equivalent to \$1,000 greater than the salary schedule the employee would be leaving, provided the Suwannee County School District salary placement is at least \$1,000 less than Suwannee's existing grandfathered schedule. Supplements being received by the employee from the previous school district are excluded from the placement determination. The employee must provide salary verification to the Department of Human Resources within thirty (30) days of hire in order for the alternative performance pay salary placement to be effective. Until verification is received, salary placement will be on the current Performance Pay Salary Schedule (Appendix A).

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#### 14. Secondary Supplements

##### 1. High School and Post-Secondary

a. Academic Competition Sponsor \$1,500.00 1,515.00

b. Agriculture Teacher (8:00-4:00 duty day, plus supervision of intracurricular activities including sponsorship of FFA) \$3,300.00 3,335.00

##### c. Athletic Programs and Support

i. Athletic Director (20 teams or more) - 1 free period \$3,300.00 3,335.00

ii. Athletic Director (less than 20 teams) - 1 free period \$1,900.00 1,920.00

iii. Assistant Athletic Director \$1,700.00 1,720.00

##### iv. Athletic Event Support Staff

(ticket collectors, scoreboard/clock operators, etc.)  
(Per event. To be reimbursed by gate revenue)

\$32.00 32.50

##### d. Band

i. Band Director (includes supervision of intracurricular activities and requires unit participation in both concert and marching band performances and competitions) \$2,700.00 2,740.00

ii. Band Director (includes supervision of intracurricular activities and requires unit participation in marching band performances) \$2,900.00 2,930.00

iii. Assistant Band Director \$1,000.00 1,010.00

iv. Dance Troupe Sponsor \$1,000.00 1,010.00

v. Majorette Sponsor \$1,000.00 1,010.00

vi. Auxiliary Sponsor \$1,000.00 1,010.00

e. Baseball Coach	
i. Head Baseball	\$2,500.00 2,525.00
ii. Assistant Baseball	\$1,200.00 1,215.00
iii. Junior Varsity Baseball Coach	\$1,200.00 1,215.00
f. Basketball Coach	
i. Head Basketball (Boys')	\$2,500.00 2,525.00
ii. Assistant Basketball (Boys')	\$1,200.00 1,215.00
iii. Head Basketball (Girls')	\$2,500.00 2,525.00
iv. Assistant Basketball (Girls')	\$1,200.00 1,215.00
v. Junior Varsity Basketball Coach (Boys')	\$1,200.00 1,215.00
vi. Junior Varsity Basketball Coach (Girls')	\$1,200.00 1,215.00
g. Bowling	\$1,400.00 1,415.00
h. Cheerleader Sponsor	\$1,200.00 1,215.00
i. CECF/BPA Advisor	\$500.00 505.00
j. Class Sponsor	
i. Senior Class	\$1,000.00 1,010.00
ii. Junior Class	\$1,000.00 1,010.00
iii. Sophomore Class	\$750.00 760.00
iv. Freshman Class	\$750.00 760.00
k. Cross Country Coach (Girls/Boys)	\$1,400.00 1,415.00
l. Drama Instructor (with 2 shows)	\$1,500.00 1,515.00
m. Football Coach	
i. Head Football Coach (30% Spring Ball/ 70% Fall)	\$4,300.00 4,345.00
ii. Offensive/ Defensive Coordinator (30% Spring Ball/ 70% Fall)	\$2,500.00 2,525.00
iii. Football Assistant Varsity (30% Spring Ball/ 70% Fall)	\$2,200.00 2,225.00
iv. Football-Head Junior Varsity (30% Spring Ball/ 70% Fall)	\$2,200.00 2,225.00
v. Junior Varsity Football Assistant (30% Spring Ball/ 70% Fall)	\$1,200.00 1,215.00
n. Golf Coach	
i. Golf (Boys')	\$1,400.00 1,415.00
ii. Golf (Girls')	\$1,400.00 1,415.00
o. Home Economics Teacher including supervision of intracurricular activities and sponsorship of FHS/FCCLA	\$1,000.00 1,010.00
p. HOSA Advisor	\$1,000.00 1,010.00
q. RiverOak Technical College	
i. LPN Instructor including supervision of clinical assignments	\$3,300.00 3,335.00
ii. Surgical Technology Instructor, limited to (1)	\$2,000.00 2,020.00
iii. Pharmacy Technician, limited to (1)	\$2,000.00 2,020.00

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iv. Patient Care Technician, based upon a program being offered each semester	\$500.00	<u>505.00</u>
r. NJROTC Instructor including supervision of outside activities	\$3,300.00	<u>3,335.00</u>
s. Skills USA Advisor	\$1,000.00	<u>1,010.00</u>
t. Soccer Coach		
i. Varsity Soccer (Boys')	\$2,500.00	<u>2,525.00</u>
ii. Junior Varsity Soccer (Boys')	\$1,200.00	<u>1,215.00</u>
iii. Varsity Soccer (Girls')	\$2,500.00	<u>2,525.00</u>
iv. Junior Varsity Soccer (Girls')	\$1,200.00	<u>1,215.00</u>
v. Assistant Soccer (Boys')	\$1,200.00	<u>1,215.00</u>
vi. Assistant Soccer (Girls')	\$1,200.00	<u>1,215.00</u>
u. Softball Coach		
i. Softball Head Coach	\$2,500.00	<u>2,525.00</u>
ii. Assistant Softball Coach	\$1,200.00	<u>1,215.00</u>
iii. Junior Varsity Softball Coach	\$1,200.00	<u>1,215.00</u>
v. Swimming Coach		
i. Swimming Coach	\$1,400.00	<u>1,415.00</u>
ii. Assistant Swimming Coach	\$700.00	<u>710.00</u>
w. Track Coach		
i. Head Track (Boys')	\$2,500.00	<u>2,525.00</u>
ii. Head Track (Girls')	\$2,500.00	<u>2,525.00</u>
iii. Assistant Coach (Boys')	\$1,200.00	<u>1,215.00</u>
iv. Assistant Coach (Girls')	\$1,200.00	<u>1,215.00</u>
x. Tennis Coach	\$1,400.00	<u>1,415.00</u>
y. Volleyball Coach		
i. Volleyball	\$2,500.00	<u>2,525.00</u>
ii. Assistant Volleyball	\$1,200.00	<u>1,215.00</u>
iii. Junior Varsity Volleyball Coach	\$1,200.00	<u>1,215.00</u>
z. Weight Lifting Coach		
i. Weight Lifting (Boys')	\$1,400.00	<u>1,415.00</u>
ii. Weight Lifting (Girls')	\$1,400.00	<u>1,415.00</u>
iii. Assistant Weight Lifting (Boys')	\$700.00	<u>710.00</u>
iv. Assistant Weight Lifting (Girls')	\$700.00	<u>710.00</u>
aa. Wrestling Coach		
i. Wrestling	\$2,500.00	<u>2,525.00</u>
ii. Assistant Wrestling	\$1,200.00	<u>1,215.00</u>
bb. Yearbook Sponsor	\$1,200.00	<u>1,215.00</u>
cc. Flag Football Coach (Girls')		
i. Head Coach	\$2,500.00	<u>2,525.00</u>

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ii. Junior Varsity Coach	\$1,200.00	1,215.00
dd. eSports Coach (Per Semester not to exceed \$1,400 Per Year)	\$700.00	710.00
2. Middle School Supplements		
a. Agriculture Teacher including supervision of intracurricular activities including sponsorship of FFA	\$1,200.00	1,720.00
b. Athletic Director	\$1,500.00	1,515.00
c. Band Director (Includes supervision of Intra-curricular activities and requires unit participation in band performances and competitions)	\$1,500.00	1,515.00
d. Baseball Coach		
i. Baseball Coach	\$1,200.00	1,215.00
ii. Assistant Baseball Coach	\$750.00	760.00
e. Basketball Coach		
i. Head Basketball Coach (Boys')	\$1,200.00	1,215.00
ii. Head Basketball Coach (Girls')	\$1,200.00	1,215.00
iii. Assistant Basketball Coach (Boys')	\$750.00	760.00
iv. Assistant Basketball Coach (Girls')	\$750.00	760.00
v. Boys' Intramural Basketball Coach	\$900.00	910.00
vi. Girls' Intramural Basketball Coach	\$900.00	910.00
f. Cheerleader-Sponsor	\$900.00	910.00
g. Football Coach		
i. Head Football Coach	\$1,750.00	1,770.00
ii. Assistant Football Coach	\$1,200.00	1,215.00
h. Soccer Coach		
i. Head Soccer Coach (Girls')	\$1,200.00	1,215.00
ii. Head Soccer Coach (Boys')	\$1,200.00	1,215.00
i. Softball Coach		
i. Girls' Softball Coach	\$1,200.00	1,215.00
ii. Assistant Softball Coach	\$750.00	760.00
j. Track Coach	\$1,200.00	1,215.00
k. Volleyball Coach	\$1,200.00	1,215.00
l. Wrestling Coach	\$1,200.00	1,215.00
m. Yearbook Sponsor	\$750.00	

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B. J. Elementary Supplements

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a. Yearbook Sponsor

\$600.00 \$610.00

III. NON-INSTRUCTIONAL DIFFERENTIATED PAY

A. CDA/FCCPC (if required for position)

\$600.00 \$610.00

B. Lead CDA: Shall include a 190 day contract.

\$1,200.00 \$1,215.00

C. ESE Bus Driver (out of county routes only)

12 1/4% of salary

Non-instructional personnel may also be eligible for many of the differentiated supplements listed under Section I above based on certification and other requirements for the position. However, compensation is subject to the requirements established by the Fair Labor Standards Act.

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IV. LENGTH OF CONTRACT

All Differentiated Pay supplements are for a twelve (12) month period unless indicated otherwise, and include extra hours and all in-county travel except where employees are assigned to both Branford and Live Oak schools for academic purposes. Athletic supplements are for the duration of the respective season, except high school football supplements shall be paid in two (2) separate payments, based on 30% for spring and 70% for fall to employees who are contracted for less than twelve months. In the event that a sponsor or coach fails to complete the entire season or assignment, the District will pay a prorated portion of the supplement to the employee. Supplements may be shared or split by mutual agreement of the principal and coaches or sponsors.

Coaches and/or sponsors shall, in recognition of achievement, be given an increase in the amount of supplemental pay for participation in competition beyond scheduled events and beyond district level competition, if the duration of the supplement is extended. This increase shall include sponsors for cheerleading, band, and auxiliary who accompany athletic teams to competitions. Such increases shall be 10% of the base supplements for each level of advanced participation except where advancement is on a basis other than total team advancement a 5% increase shall be earned if less than 50% of eligible categories advance.

V. PART-TIME AND OTHER INSTRUCTIONAL DIFFERENTIATED PAY

The parties to this Stipulation of Agreement concur that a differentiated hourly rate schedule for full-time and part-time instructional employees may provide a long term cost savings to the district while still providing high quality instructional services to students. To implement this rate structure, the parties agree to the following:

A. There shall be established three (3) levels of hourly pay for part-time instructional positions predicated on the nature of the program to which the employee is assigned.

Level I - Instructors in this level shall be paid a rate of ~~thirteen fifteen~~ \$133 dollars per hour for instruction in self-sustaining or cost recovery programs when one of the following conditions exists; no certification is required, no funding is provided by the

District, no state standards have been developed for the program or the program is classified as community education. This rate shall also be paid to instructional staff writing curriculum or conducting training or workshops.

Level 2 - These employees shall be paid a rate of twenty-two dollars and eighty-five cents (\$22.85) per hour or 100% of their hourly rate if employed by Suwannee County School Board full time, whichever is the greater, if they are assigned to (a) programs funded through Workforce Development that require teacher certification, (b) adult education or credit retrieval courses, or (c) guidance counselors assigned to Workforce Development programs.

Level 3 - Employees at Level 3 shall receive a rate of pay ranging from thirty-five dollars (\$35) per hour or 100% of their hourly rate if employed by Suwannee County School Board full time, whichever is the greater, for assignments in high skill/high wage Workforce Development funded programs in critical need areas that require teacher certification and highly specialized skills or expertise.

B. The classification of programs as Level 3 shall be determined by a committee including the president of UTSC or designee, Director of Career and Technical Education, RIVEROAK Technical College Principal and Night School Coordinator, advisory committee representatives and other administrative staff. Approved programs in this level include, but are not limited to, health related occupations training, computer programming, and precision machining.

C. Programs in Level 3 will be reviewed as needed for continued eligibility. The application and approval process will be ongoing.

D. Adjustments in hourly rates of pay for programs other than those specifically stated in this stipulation shall require mutual agreement between the parties.

VI. WELLNESS INITIATIVE COORDINATOR  
(To be paid from the Wellness Initiative Fund)

\$1000.00 010.00

# INSTRUCTIONAL

APPENDIX D

## TEACHER SALARY SCHEDULE 2021-20222022-2023 TUTORS

MASTER'S DEGREE	<del>\$12.00</del> \$20.00
BACHELOR'S DEGREE	<del>40.59</del> \$17.00
3 YEARS OF COLLEGE EXPERIENCE	8.50prevailing minimum wage
2 YEARS OF COLLEGE EXPERIENCE	prevailing minimum wage
1 YEAR OF COLLEGE EXPERIENCE	prevailing minimum wage
HIGH SCHOOL TRAINING	prevailing minimum wage

## SUBSTITUTES FOR PART-TIME ADULT AND PART-TIME VOCATIONAL INSTRUCTORS TEST PROCTORS

Substitutes for part-time adult, part-time vocational instructors and test proctors shall be paid ~~\$40.50~~the prevailing minimum wage per hour. Employees will receive their checks on the last working day of the month.

Effective July 1, 20242-June 30, 20223 Adopted 8/24/2024 by the  
SUWANNEE COUNTY SCHOOL BOARD  
1740 Ohio Avenue, South  
Live Oak, Florida 32064  
386/647-4600  
Ted L. Roush, Superintendent

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INSTRUCTIONAL

COMPENSATION

2022-23

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C. [Signature]  
5/16/22

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V. [Signature]  
5/16/22

The parties agree that the Teacher Salary Increase Allocation requires adjustments to the instructional salary schedule for fiscal year 2022-23. The funds available through the Teacher Salary Increase Allocation will provide for a minimum base salary of \$47,500.

Agreed Upon Items:

- The parties agree to the attached placement schedule for instructional staff, effective 7/1/22.
- The parties agree that the value of performance pay adjustments will be as follows:
  - Highly effective \$1,000
  - Effective \$ 750
- The parties agree that the contract day will be extended by 15 minutes, increasing from a 7.25 hour day to a 7.5 hour day and will be compensated as stated below.
- The parties agree that instructional staff on the performance pay schedule who are employed by the district as of the date of ratification and who were employed during fiscal year 2021-22 will receive an adjustment of the following amounts as consideration for the purchase of an additional 15 minutes for the 7.5 hour work day.
  - Years 0 – 4 \$1600, inclusive of the performance pay adjustment
  - Years 5-9 \$1700, inclusive of the performance pay adjustment
  - Years 10-13 \$1800, inclusive of the performance pay adjustment
- The parties agree that instructional staff on the performance pay schedule who are employed by the district as of the date of ratification and who were employed during fiscal year 2021-22 will receive an adjustment of the following amounts as consideration for the purchase of an additional 15 minutes for the 7.5 hour work day.
  - Years 14+ \$2000, plus the performance pay adjustment



- The parties agree that instructional staff on the grandfathered schedule will receive an increase of \$2,000 in consideration for the purchase of an additional 15 minutes for the 7.5 hour work day. (Note: Grandfathered instructional staff will continue to advance on the grandfathered salary schedule.)

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The parties agree to an increase of 1% to the differentiated pay supplements effective 7/1/22.  
(Note: The schedule will be rounded to the nearest \$5 increment.)

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The parties agree to an increase in the instructional professional development rate from \$10 per hour to \$20 per hour effective 7/1/22.

## INSTRUCTIONAL

## TEACHER &amp; SOCIAL WORKER SALARY SCHEDULE 2021-2022

AA  
WFO  
4/13/22

YEARS	BACHELORS
0	4712547500
1	4712547500
2	4712547500
3	4712547500
4	4712547500
5	4725047625
6	4725047625
7	4725047625
8	4725047625
9	4725047625
10	4750047750
11	4750047750
12	4750047750
13	4750047750
14	47980
15	48730
16	49480
17	50230
18	50980
19	51730
20	52480
21	53230
22	53980
23	54730

Teachers on 11 (216 days) or 12 months contract will have 10% of the above 196 days salary added for each month for the remainder of the contract.

See reference to longevity supplement in the Differentiated Pay Plan.

Salary adjustment for additional training will be made in accordance with Article XXII (E) of the negotiated collective bargaining agreement.

## ADVANCED DEGREE SUPPLEMENTS

Master's Degree add \$2,310 to Bachelors  
 Specialist Degree add \$2,835 to Bachelors  
 Doctorate Degree add \$3,750 to Bachelors

Effective July 1, 2021-June 30, 2022

Adopted \_\_\_\_\_ by the  
 SUWANNEE COUNTY SCHOOL BOARD  
 1740 Ohio Avenue, South  
 Live Oak, Florida 32064  
 386/647-4600  
 Ted L. Roush, Superintendent

- A. **Alternative Performance Pay Salary Placement for Transfers from Florida School Districts:** For instructional personnel transferring from another Florida school district and a) who have a minimum of twenty (20) years of teaching experience in a Florida school district; b) who have a final evaluation of highly effective or effective from the school district he/she is transferring from; and c) who have no past or pending disciplinary issues at FLDOE that would impact student health, safety and welfare, the employee will be placed at a salary equivalent to \$1,000 greater than the salary schedule the employee would be leaving, provided the Suwannee County School District salary placement is at least \$1,000 less than Suwannee's existing grandfathered schedule. Supplements being received by the employee from the previous school district are excluded from the placement determination. The employee must provide salary verification to the Department of Human Resources within thirty (30) days of hire in order for the alternative performance pay salary placement to be effective. Until verification is received, salary placement will be on the current Performance Pay Salary Schedule (Appendix A).

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INSTRUCTIONAL

**SALARY SCHEDULE FOR 2021-2022/2022-2-23**  
**GENERAL INFORMATION**

1. Employees will receive their checks in accordance with the Agreement Between the United Teachers of Suwannee County & The School Board of Suwannee County, Article XXII (C), Professional Compensation.
2. The Suwannee County School Board will contribute \$5,350.00 annually toward the individual coverage of all eligible employees with coverage to begin on the first day of the month following 30 days from the date of hire. Coverage will be discontinued upon the last day of the month of which employment ceases.
3. Professional Development Council Instructional members will receive ~~\$40,000.00~~ per hour for approved special meetings. Instructional participants in PDC in-service activities will receive ~~\$40,000.00~~ per hour. Professional Development Council Education Staff Professional members will receive ~~\$7.25~~ the prevailing minimum wage per hour for approved special meetings. Education Staff Professional participants in PDC in-service activities will receive ~~\$7.25~~ the prevailing minimum wage per hour.
4. When reimbursement comes from other counties or state sources for activities described in 3 above the total amount shall be paid.
5. Except where specified salary schedules are approved to cover full, part-time, or substitute employment, the following shall determine the rate of pay:

"All schedules that provide for extended time and/or separate hourly schedules shall be paid at a rate that is 100% of regular salary rate"

This stipulation shall be used primarily to determine the hourly rate for extension of regular hours, employment for extra assignments, and extra duty days of employment beyond the contracted period identified in the appointment or re-appointment by the school board. Salary calculations for extra assignments shall be based on the general classification of such assignments. This provision shall take effect beginning with summer school for 2003-2004.

6. Performance Salary Schedule.— Instructional Unit

To be compliant with Florida Statute 1012.22(5), the Grandfathered Salary Schedule for Teacher & Social Worker, Appendix A, shall be the placement schedule for employees on the performance salary schedule.

- a. Effective July 1, 2014, employees on the grandfathered schedule that move to performance salary schedule, will be placed at the level consistent with their years of experience and that salary becomes their base.

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- b. Effective July 1, 2015, employees on the performance salary schedule, with a complete and final 2013-2014 evaluation from Suwannee County, will receive an adjustment based upon their evaluation for effective or highly effective ratings.
- c. Effective July 1, 2015, employees on the performance salary schedule without a complete and final evaluation from Suwannee County in the prior year, will advance one level on the placement schedule.
- d. The value of effective and highly effective adjustments will be negotiated annually in accordance with Florida law.
- e. The window for opting into performance pay from the grandfathered salary schedule is agreed to occur by the end of the first semester or 30 days after the finalized evaluation, whichever is later.

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Effective July 1, 2024-June 30, 2023 Adopted 8/24/2021 by the  
 SUWANNEE COUNTY SCHOOL BOARD  
 1740 Ohio Avenue, South  
 Live Oak, Florida 32084  
 386/647-4600  
 Ted L. Roush, Superintendent

**INSTRUCTIONAL AGREEMENT 2019-20222022-2025**

**PREAMBLE**

This Agreement, entered into this 13<sup>th</sup> day of August ~~May, 2019~~ 2022, between the School Board of Suwannee County, Florida, hereinafter called the "Board" and the United Teachers of Suwannee County, hereinafter called the "Union."

**WITNESSETH**

WHEREAS, pursuant to legal requirements in Chapter 447 of Florida Statutes, the Board and the Union have agreed to negotiate in good faith, with the Union as the exclusive representative of the public employees within this bargaining unit, as determined by the Public Employees Relations Commission, hereinafter referred to as PERC, to bargain collectively in the determination of wages, hours and terms and conditions of employment and now, having reached agreement on such matters, desire to execute this contract covering such agreement, and

WHEREAS, the parties have reached understandings which they desire to confirm in this Agreement,

It is hereby agreed as follows:

**ARTICLE I**  
**RECOGNITION**

- (A) The Board hereby recognizes the Union as the sole and exclusive bargaining representative, for the duration of the Agreement, for all public employees within this bargaining unit, as determined by PERC as of the date of this Agreement, who are under contract for the current year.
- (B) The term "teacher" when used hereinafter in this Agreement shall refer to all public employees within this bargaining unit as determined by PERC as of the date of this Agreement.

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to the terms of this Agreement.

- (C) The Board agrees that it will not, during the period of this Agreement, officially adopt nor implement any term or condition of employment in conflict with this Agreement, except where such terms and conditions are the result of State or Federal laws or rules. State or Federal laws or rules shall supersede this agreement at all times. However, the remaining provisions of the Agreement shall remain in full force and effect for the duration of this Agreement if not affected by the State or Federal law or rule.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

The Board shall have and retain the right to manage the operation of the public school system of Suwannee County, Florida, in accord with the duties, rights, discretion, obligations, privileges and functions conferred upon the Board by the laws of the State of Florida and the rules, regulations and guidelines enacted or adopted by the appropriate agency of the State of Florida charged with the implementation or enforcement of such laws, rules, regulations and guidelines. The Board shall have those management rights heretofore reserved to or exercised by the Board, to the extent that such rights do not conflict with the provisions of this Agreement. The Board shall have, without limitations by enumeration, the right to direct its teachers, take disciplinary action for proper cause, and relieve its teachers from duty because of lack of work or for other legitimate reasons; to determine the purpose and functions of each of its constituent schools, departments, divisions or agencies; provided, however, that nothing herein shall be construed to preclude employees or their representatives from raising grievances in the manner provided in this Agreement.

**ARTICLE III**  
**UNION RIGHTS**

- (A) The Board hereby agrees that teachers employed by the Board shall have the right to freely organize, join and support the Union, or to refrain from such activity, to engage in concerted lawful activities for the purpose of collective bargaining or other mutual aid or protection. The Board and the Union undertake and agree that neither will directly or indirectly discourage, deprive or coerce any teacher in the enjoyment of any rights conferred by this Agreement, Laws of Florida or the Constitutions of Florida and the United States; that neither will discriminate against any teacher with respect to wages, hours and terms and conditions of employment by reason of his or her membership or non-membership in the Union, his or her participation or non-participation in any lawful activities of the Union or collective bargaining with the Board, or his or her institution of any grievance filed in accordance with this Agreement.
- (B) Any teacher who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deductions of membership dues and uniform assessments in the Union. Such authorization shall continue in effect from year to year thereafter unless revoked, in writing, with notice to both the Union and the Board. In such instances the deduction of dues shall end with the pay period which occurs thirty (30) days after receipt of the notice of revocation by both parties. Pursuant to such authorization, the Board shall deduct such sum as authorized in equal payments, from each remaining check, from the teacher's regular salary check beginning with the salary check received by the teacher on the second pay period following the date of authorization. The deduction will be remitted to the Union twice monthly.

**INSTRUCTIONAL AGREEMENT 2019-20222022-2025**

Upon termination of the teacher's employment, the Board shall deduct only the monthly authorization and that amount only if salary due will be in excess of such monthly authorization.

- (C) The Union and its representatives shall have the right to use school facilities and equipment, including ~~typewriters, mimeographing machines, other duplicating equipment, calculating machines, and computing machines~~ computers, and inter-communication systems and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Such use shall require approval of the supervisor and shall be used at the school or job site during normal working hours and at a time other than the duty time of the teachers using said equipment or system, except use of facilities may be arranged with the principal at a time other than normal operating hours of the school if the Union pays the cost of facility supervision in addition to other rental fees as adopted by the Board. The Union shall pay for the actual cost of all materials and supplies incidental to such use. Any damages to the above items must be adjusted to the satisfaction of the school principal before any further use can be approved.

- ~~(D)~~—The Union shall have the right to post notices of activities and matters of Union concern on commonly used bulletin boards, at least one of which shall be provided in each school. The school principal shall either provide space on the commonly used bulletin board or make provisions for space for the Union on a centrally located bulletin board. The Union shall have the right to use the school system courier service, including teacher mail boxes and email, for communications. Posting notices on bulletin boards and putting items in teacher mail boxes shall be the exclusive responsibility of the Union and shall take place at times other than duty time of the individual performing such activities, ~~and all information shall be presented to the school principal, or his or her designee, for review before distribution.~~

~~(E)~~(D)

- ~~(F)~~(E) Duty authorized representatives of the Union shall be permitted to transact official Union business on school property. Such activities shall take place at times other than duty time of teachers involved and shall be cleared, in advance, with the school principal site administrator or his/her designee.

- ~~(G)~~(F) The Board agrees to furnish the Union, in response to requests in a manner prescribed by the Superintendent, available information, such information restricted to Chapter 119, Florida Statutes, concerning financial resources and conditions of the school district, including, but not limited to: annual financial reports and audits; register of certified personnel; tentative budgetary proposals, presented in writing to the Board; agendas, minutes and all supporting papers of Board meetings, presented in writing to individual members; treasurer's report, census and membership and attendance data, names and addresses of all teachers, salaries paid thereto and educational background and years of experience thereof; pupil enrollment, membership and attendance data, and

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**INSTRUCTIONAL AGREEMENT 2019-20222022-2025**

other such information upon which the Superintendent and the Union shall jointly agree.

(H)(G) The Board shall, whenever appropriate, place as the first item on the agenda of each regular Board meeting, any matters submitted by the Union so long as those matters are made known to the Superintendent's office nine (9) calendar days prior to said meeting. Teachers appearing before the Board during consideration of any item shall be released from duty only for consideration of that item.

(H)(H) When it is necessary, as approved by the Superintendent, for the Union President and/or his/her designee to engage in Union activities directly relating to the Union's duties as representative of the certified professional personnel which cannot be performed other than during normal school hours, or are the result of an emergency situation, the Union's representative shall be given such time without loss of pay, as is necessary to perform any such activities.

(J)(I) The Board agrees to provide Paid Annual Leave of Absence to one (1) elected officer of the Union to engage in Union activities directly related to the Union's duties as the Certified representative of the employees covered by this Agreement or to work for the Florida Education Association, National Education Association, or for the American Federation of Teachers.

All costs associated with such leave shall be forwarded by the Union to the Board in advance on a quarterly basis. The costs shall include the salary as provided for on the appropriate salary schedule, the required contribution by the Board to the Florida Retirement System, an amount equal to the Board's contribution for the full cost of health and dental insurance and any other costs normally associated with the Board's financial responsibility to an individual employee, including, but not limited to, Unemployment Compensation Insurance, Worker's Compensation Insurance, etc.

The employee so released shall continue to be an employee of the Board and shall advance annually on the appropriate step of the salary schedule for any and each year so released to serve in the capacity of the Union's released time representative. There shall be no loss of seniority or any other right available to the employee under the law or terms of this Agreement because of such Paid Leave of Absence.

(K)(J) The non-Suwannee County teacher Union representatives shall be allowed to visit schools or investigate teaching conditions, teacher complaints, problems or for other purposes, relating to Union affairs, provided such visits do not interrupt the teacher's duty day; and provided that the Union representatives shall make their presence known to the ~~proper official~~ site administrator or his/her designee upon entering the building.

**INSTRUCTIONAL AGREEMENT ~~2019-2022~~2022-2025**

~~(L)~~(K) The Union building representative will be given the opportunity at each building faculty meeting to present brief reports and announcements. Such announcements shall be given at a time in the meeting agreed upon by the principal-site administrator or his/her designee and the Building representative.

~~(M)~~(L) The Board will provide an Orientation Program for all teachers new to Suwannee County, when such teachers have been hired prior to the first day of pre-planning. The Union shall be allowed a place on the program to explain their services but no specific invitation shall be made for membership. Each principal site administrator shall conduct appropriate orientation activities for any teacher hired after the first day of pre-planning. During these activities the principal-site administrator shall either give the teacher a Union prepared statement of its services or have a Union representative present to explain such available services.

**ARTICLE IV**  
**TEACHER RIGHTS**

- (A) Nothing contained herein shall be construed to deny to any teacher rights he or she has under Florida School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere. Nothing contained herein shall be construed to deny, impair, restrict or diminish any of the mandatory or discretionary functions, duties or obligations the Board may have, or may hereafter acquire, under the Constitution and laws of the United States and the State of Florida. Nothing contained herein shall be construed to allow the Board to use its discretionary powers to alter the terms of this Agreement by changing, adding to, or subtracting from the specific written items of this Agreement, except the Board shall retain all discretionary powers to alter this Agreement as given in Chapter 447 of Florida Statutes.
- (B) The provisions of this Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex or marital status.
- (C) Upon written authorization from the teacher, the Board shall deduct from the salary of the teacher and make appropriate remittance for credit union, Board approved annuities, plans or programs jointly authorized by the Union and the Board, and other plans approved by the Board.
- (D) With respect to all sums deducted by the Board pursuant to authorization by the teacher, the Board agrees to promptly disburse said sums based upon procedures outlined in this Agreement or to be agreed to by the Superintendent and the Union.

## **INSTRUCTIONAL AGREEMENT 2019-20222022-2025**

- (E) The Board agrees to ~~place in the mails~~ provide W-2 forms for distribution to teachers employees on or before January 31st in accordance with the IRS due date annually.
- (F) Each teacher has the right to review his/her own personnel file under the direct supervision of the Director of Human Resources or his/her designee.

### **ARTICLE V** **PERSONAL AND ACADEMIC FREEDOM**

- (A) Academic: The Board and the Union agree that it is essential to fulfill the purpose of the Suwannee County School System; and, in order to do that, they acknowledge the fundamental need to protect teachers from unreasonable censorship or restraint which interferes with their obligation to perform their teaching functions.

Instructional presentations shall indicate that the teacher is cognizant of the maturity levels of the students being taught. In performing their functions, teachers will have freedom in expressing their personal opinions in matters relevant to course content and/or subjects presented for discussion by the student, provided, however, that when they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its administration or Board. The Board and its officers and administrators shall be held harmless from any corporate or individual liability resulting from an exercise of such rights which are committed in bad faith or with malicious purpose.

- (B) Miscellaneous: All teachers covered under this Agreement who participate in the production of tapes, publications or other produced educational material, at duty time other than normal duty time, shall retain residual rights should they be copyrighted or sold by the district.

### **ARTICLE VI** **NEGOTIATIONS PROCEDURE**

- (A) ~~Representatives of the Board and Union's Bargaining Teams will meet during the regular school year at a time convenient to both parties for the purpose of reviewing the administration of this Agreement. These meetings are not intended to bypass the negotiations or grievance procedures. Further, each party will submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda covering what they wish to discuss.~~

(B)(A)

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**INSTRUCTIONAL AGREEMENT ~~2019-2022~~2022-2025**

~~(C)~~(B) If either party desires to modify, amend or terminate this Agreement for the year(s) following the end of this Agreement, a written notice must be submitted to the other party prior to March 15 of the year in which the Agreement expires. If such notice is given, negotiations shall be initiated on or before April 1.

~~(D)~~(C) In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of those voting of the Board and by a majority of those voting of the teachers in the bargaining unit. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations. Throughout negotiations, all tentative agreements may be signed by representatives designated by each party. There shall be four (4) signed copies of any final agreement. Two (2) copies shall be retained by the Board and two (2) by the Union.

~~(E)~~(D) During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith. If, at any time during the process of negotiations, both parties mutually agree that the differences of positions are so serious that further negotiations seem impossible of producing a satisfactory agreement, they may invoke the impasse machinery procedures as set forth in chapter 447, F.S.

Section 1: Impasse Procedure: In the event that an impasse is reached during the course of negotiations, the Board and Union agree to mediation as a means of attempting resolution of the item or items in dispute. The initial recourse shall be to petition PERC for a mediator. In the event that a solution cannot be reached through mediation, by mutual agreement of both parties, the impasse shall then be submitted to a special master under PERC guidelines.

~~(F)~~(E) Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or a result of state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to comply with the state or federal legislation, the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision. State and federal legislation shall supersede this Agreement when the language is inconsistent.

~~(G)~~—Copies of this signed Agreement titled "Agreement Between the United Teachers of Suwannee County and the School Board of Suwannee County" shall be printed and with the cost of such printing shared equally by the Board and the Union made available via the School Board of Suwannee County website within thirty (30) days after the Agreement is signed, and shall be presented to all teachers currently employed and hereafter employed. Upon employee request, printed contracts will be provided at their worksite by their worksite administrator. A —Initial printing of shall include 450-100 copies, shall be made and the cost of such printing shall be

**INSTRUCTIONAL AGREEMENT ~~2019-2022~~2022-2025**

~~shared equally by the Board and the Union, with 50 copies reserved for teachers, 25 copies reserved for the Union and 25 copies reserved for the Board. with 400 copies reserved for teachers, 25 copies reserved for the Union and 25 copies reserved for the Board. Either the Union or the Board may request additional copies of the initial printing, with such copies to be paid for by the requesting party.~~  
(H)(F)

**ARTICLE VII**  
**GRIEVANCE PROCEDURE**

- (A) Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the wages, hours, terms and conditions of employment for the Teachers. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.
- (B) Definitions:
1. The term "grievance" shall mean a written allegation by a grievant that a violation of any kind or character exists arising out of the interpretation or application of the terms of this Agreement.
  2. The term "grievant" shall mean a teacher or group of teachers or the Union filing a grievance.
  3. The term "employer" shall mean the School Board.
  4. The term "days" shall mean working days.
- (C) Time Limits: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered the maximum and every effort should be made to expedite the process before the deadlines are reached. Time limits may, however, be extended by mutual written agreement between the Union and the Superintendent.
- (D) End of Year Grievances: In the event that a grievance is filed at such time that it cannot be processed through all of the steps in the grievance procedure by the end of the ~~institutions~~school district's fiscal year, and if left unresolved until the beginning of the next year, could result in irreparable harm to the grievant or Union, the time limits set forth herein should be reduced so that the grievance procedure may be exhausted prior to the end of the ~~institutions~~district's fiscal year or as soon thereafter as possible.

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- (E) Released Time: Grievances will ordinarily be processed at times other than normal duty hours for any teacher involved.
- (F) Filing: Within forty-five (45) days ~~following of the knowledge of the act or condition, or event giving rise to the grievance, or the date when the act, condition, or event~~ should have reasonably been known, ~~or prior to the end of the fiscal year, whichever is earlier, which is the basis for the grievance, or prior to the end of the fiscal year (whichever occurs first),~~ the grievant may file a grievance, with the immediate supervisor or designated representative. The act, condition, or event is the actual date of the harm to the employee.
- (G) Representation: All teachers shall have the right of Union representation at each step of the grievance procedure. No grievant shall be required to discuss any grievance if the Union representative is not present and the presence of such Union representative has been requested. Any individual teacher or group of teachers shall have the right at any time, other than the teacher's normal duty hours, to present grievances to the designated representatives of the Board and to have such adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the Agreement, and the Union has been given the opportunity to be present and make statements at such adjustment. Copies of the employer's decisions given at any step of the grievance procedure shall be speedily delivered to the Union. ~~No grievance shall be submitted to arbitration without consent of, and representation by, the Union.~~ A grievant shall not be represented by any person who might be required to take action, or against whom action might be taken, in order to adjust the grievance, or by a representative of any other teacher organization.
- (H) Informal Discussion: In the event that an individual teacher believes there is a basis for a grievance, the first step in the procedure is for that individual to discuss the alleged grievance with the school principal or designated representative, other immediate supervisor or designated representative, either personally, or accompanied by the Union's representative. This does not preclude the teacher from talking to the Union representative prior to the first step of the grievance procedure.
- (I) Level One: If, as a result of the informal discussion with the school principal or designated representative, other immediate supervisor or designated representative, a grievance still exists, the grievant may invoke the formal grievance procedure on a form signed by the grievant and a representative of the Union. A copy of the grievance form shall be delivered to the principal or designated representative, other immediate supervisor or designated representative, who shall have five days after receipt of the grievance in which to hold a conference with the grievant and to give a written decision.
- (J) Level Two: If the grievance is not settled to the grievant's satisfaction, or if a written decision is not submitted within the designated time limit at Level One, the grievant may move the grievance to Level Two by written notice to the

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Superintendent or designated representative. The Superintendent, or the designated representative, shall have ten (10) days after receipt of the grievance in which to hold a conference with the grievant and to give a written decision.

- (K) Level Three: If the grievance is not solved at Level Two to the grievant's satisfaction, or if a written decision is not submitted within the designated time limits of Level Two, the grievant may move the grievance to Level Three by written notice to the Board. The Board shall have fifteen (15) days after receipt of the grievance in which to hold a hearing with the grievant and to give a written decision.
- (L) Level Four: If the grievance is not solved at Level Three to the grievant's satisfaction, or if a written decision is not submitted within the designated time limits of Level Three, the grievant may move the grievance to arbitration. If a grievance is moved to Level Four, the Union shall petition AAA for a list of three (3) qualified arbitrators. Upon receipt of the list, the Superintendent and the Union shall each strike one name from the AAA list. The arbitrator shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings or final submissions. If the question of arbitrability is raised by the Board, the question shall be determined in the first instance by the arbitrator. The arbitrator's decision shall be in writing and shall set forth findings of facts, reasoning and conclusions on the issues submitted unless either the Union or the Board should request an expedited decision. The decision of the arbitrator shall be submitted to the Board and the Union and shall be final and binding upon the parties.
- (M) Cost: The cost of the services of the arbitrator, including per diem expenses, if any, and actual necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Union; however, if the grievant chooses to take the grievance to arbitration without the consent of the Union, the grievant shall absorb all cost.
- (N) No Reprisals: No reprisals shall be invoked against any teacher for processing a grievance or participating as described in this Agreement. No documents of any kind or form pertaining to the initiation, processing or settlement of any grievance whatsoever shall be placed in the personnel file of any teacher.
- (O) Copies of employer decisions at all levels will be forwarded to the Union by Registered Mail or delivered in person in any grievance whatsoever, the same day it is delivered to the teacher. No grievance may be submitted to arbitration without the knowledge of, and/or representation by, the Union.
- (P) Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed until resolution.

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**ARTICLE VIII**  
**GENERAL EMPLOYMENT PRACTICES**

- (A) Marital status, race, creed, religion, color, sex, age, national origin or number of years teaching experience, except such years of teaching experience is a requirement for certification, shall not be made a condition of employment.
- (B) The Board may require physical and/or psychiatric tests or examinations, and may select the physician or psychiatrist as prerequisites of initial employment, with the costs for such tests or examinations to be borne by the teacher or prospective teacher. Additional agreements are:
  - 1. The cost of all physical and psychiatric tests or examinations taken by the teacher at the request or order of the School Board or its designee, except those examinations or tests which are prerequisites of initial employment, shall be borne by the Board.
  - 2. At all times the choice from among State Licensed Physicians and Psychiatrists shall be made by the teacher from a list of not less than five (5) names provided by the School Board. No teacher shall be compelled to submit to any test or examination without a written statement of the need for such examination from the Board.
  - 3. A teacher shall have the right to seek an additional opinion or judgment from among State Licensed Physicians or Psychiatrists of the teacher's choosing. The cost shall be borne by the teacher and shall be completed without undue or unreasonable delay, but in no event later than twenty-one (21) days after the receipt of the report by the teacher of the School Board requested examination. When this option is exercised, the additional opinion shall be attached to any other medical opinions under consideration with respect to disciplinary action against the teacher.
  - 4. The report(s) of the examination(s) completed pursuant to this contract shall be placed in the teacher's personnel file.
- (C) The Board agrees to employ approved substitutes when regular and special teachers including art, music and physical education, (who have the same students each day) are absent. If a teacher loses his/her planning period as a result of a principal assignment to substitute, he/she shall be paid at his/her hourly rate or allowed to accumulate compensatory time at a time which allows for a release of time equal to such extra teaching time, at the discretion of the teacher. A teacher shall decide whether to be paid or to accumulate time. The Administration shall arrange for such substitutes. The teacher may use such time as approved by the school principal.



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- (D) The Board shall make available in each school two (2) restrooms and lavatory facilities (one (1) male and (1) female) for teachers' use, and at least one (1) room which shall be reserved for use as a lounge.
- (E) A telephone for teachers' use shall be installed in the employee lounge of each school. Teachers shall be provided access to telephones after the normal workday. The cost of this installation shall be borne by the Board.
- (F) Off-street parking facilities for employees shall be provided, and properly maintained, at each school.
- (G) All Pre-K through grade 5 teachers, including special subject teachers, shall have at least a fifteen (15) minute relief period each day. This period shall be in addition to their lunch period, except for those lunch periods identified in the teacher duty schedule indicated in (B) of Article XI.
- (H) Teacher participation in activities other than in-service and those on the non-teaching assignment schedule, beyond the normal duty day, shall be voluntary, provided, however, the Board may require attendance for parent conferences and back to school nights and other activities, once each semester, and will adjust the work week to offset the time required for attendance.
- (I) Profits from ~~vending machines~~ in teacher lounges shall be placed in the School Internal Accounts, and shall be expended as determined by ~~a committee consisting of members selected by the Union and representative of all employees using such vending machines, the site administrator and/or his/her designee (i.e. sunshine committee).~~
- (J) The Board agrees that no teacher shall be required, as a condition of employment, to participate in any sales promotion or solicitation for non-instructional materials, with exceptions made for lunchroom collections, student insurance and school pictures.
- (K) Teachers shall be required to check in, but not check out, when they have worked their normal duty day. Anytime a teacher leaves before the end of the normal duty day, the teacher shall be required to sign out and be on approved leave.

**ARTICLE IX**  
**PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- (A) No new teacher shall be employed who is not certified in the grade level and/or subject area which he/she is to be assigned unless the Board, based upon a recommendation of the Superintendent, declares no such acceptable certified teacher can be hired.

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(B) No teacher shall be required to teach in a grade level and/or subject area not within the scope of his/her teaching certificate, except in (1) a temporary emergency, (2) a reduction in force at the school or county level, or (3) due to school reorganization, in which cases the Union shall be notified in a written statement of reasons for such assignment. Temporary, for the purpose of this Article, shall be defined as not to extend beyond the current year.

~~(C)~~ On or before October 1st of each year Upon request, the Union shall be notified in writing of the grade and/or subject area of each teacher employed in the district, and the type certificate held by the teacher. ~~Such information about teachers employed subsequent to October 1st shall be given to the Union within one (1) month.~~

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~~(E)~~(D) All teachers shall be given written notice of their schedules for the forthcoming semester no later than one week prior to beginning such assignment or the second day of preplanning, whichever comes later. Such plans are to be based on expected enrollment and the school principal retains responsibility for making necessary changes in assignment when school begins and corrected enrollments change the need for grade or departmental assignments. Prior to any reassignment the principal shall first ask for volunteers.

~~(F)~~(E) Any paid assignments in addition to the normal teaching schedule during the regular school year, including evening school, extra-pay-for-extra-duty assignments and summer school, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignment shall be given to certified district school personnel on a voluntary basis. Prior to being filled, such assignment vacancies shall be posted for three (3) days.

~~(G)~~(F) Within the assigned school, for regular teaching, teachers who have extra-duty school assignments after school shall be allowed to attend to such duties as soon as it is necessary after the students are dismissed from school.

~~(H)~~(G) The teacher's teaching assignment within a school shall be determined by the following: (1) need of school; (2) qualifications. Teachers shall have the right to discuss such assignments with the principal.

~~(I)~~(H) **PROFESSIONAL EDUCATION COMPETENCY DEMONSTRATION SYSTEM (PECDS)**

1. All eligible teachers coming under the requirements of F.S. 231.17(7)(b) are recognized to be included in the bargaining unit represented by the Union and shall be entitled to all rights herein unless otherwise noted. Eligible teachers under PECDS shall be treated as any other member of the bargaining unit regarding duties, assignments and scheduling of

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classes. Eligible teachers shall be given an orientation into the PECDS and the Suwannee County PECDS upon their hiring.

2. All eligible teachers shall be assessed according to the provisions of Article XVI and the provisions of the Suwannee County PECDS as approved by the Board.
3. The PECDS shall be implemented under the requirements of 231.17(7)(b) and in accordance with the Suwannee County PECDS, which must be approved by DOE and the Board, annually.
4. The PECDS Team shall include an eligible teacher, peer teacher, and building-level administrator. Each team member will perform duties defined in the PECDS plan.
  - a. A peer teacher shall be employed full-time with the Suwannee County School System and shall be trained in the Florida Performance Measurement System (FPMS) and/or Clinical Educator Training.
  - b. A teacher who serves as a peer teacher shall be paid a supplement of \$500 for each eligible teacher supervised. Peer teachers who serve less than the full year shall receive a prorata share based upon the number of days spent supervising an eligible teacher as certified by the Principal.
  - c. A peer teacher shall supervise only one eligible teacher at a time, except in the case of an emergency situation.
  - d. An eligible teacher shall be supervised by only one peer teacher at a time, except in the case of an emergency situation.

~~(J)(I) Continuing Contract instructional personnel shall be notified five days prior to April 1<sup>st</sup>. All other instructional personnel will be notified in writing by April 1<sup>st</sup>, if they will not be recommended back for the next school year.~~

### ARTICLE X TEACHERS' AUTHORITY AND PROTECTION

- (A) Student discipline is based on student adherence to a normally-to-be-expected code of acceptable behavior and to acceptance of school rules and regulations and compliance with all requests incidental to school routine from appropriate school employees. Such a code, rules and regulations shall be reviewed with the students within the first ten ~~ten~~ fifteen (15) days of school, along with school and classroom behavior review, explaining the consequences of infringement.
- (B)

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~~(G)~~~~(B)~~ The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular student requires attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or whenever it appears that the presence of a particular student in a class will impede the education of the balance of the class because of disruptions caused by said student, the Board shall take reasonable steps to provide such attention and to aid the teacher in meeting responsibilities with respect to such student.

~~(D)~~~~(C)~~ A teacher may impose appropriate classroom discipline in cases of minor infractions.

~~(E)~~~~(D)~~ School authorities will endeavor to achieve correction of student misbehavior through counseling, interviews, and conferences, which, when warranted, shall be extended to include the child's parents. Suspension and/or corporal punishment, in accordance with all lawful requirements, may be imposed for serious or persistent infractions of normal good behavior, when other corrective actions have been unsuccessful.

~~(F)~~~~(E)~~ Any case of assault upon a teacher shall be promptly reported, by the teacher, if able; if not, then by the school principal, to the Superintendent. The Board shall provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render assistance to the teacher in connection with handling of the incident by law enforcement authorities.

~~(G)~~~~(F)~~ Time lost by a teacher in connection with any incident in this Article shall be handled as follows:

1. Time for appearance before a judicial body or legal authority shall result in no loss of wages or reduction in accumulated leave, provided the teacher involved has been subpoenaed.
2. Where a teacher is finally adjudged guilty of a criminal charge or has judgment entered against him/her in a civil case as related to the crime, the Board has no further responsibility for pay. Accumulated sick leave for this individual shall be treated in accordance with Florida Statutes.

~~(H)~~~~(G)~~ No action shall be taken against a teacher on a basis of a complaint by a parent or student or other individual nor any notice thereof shall be included in the teacher's personnel file unless the matter is first reported to the teacher in writing, and the teacher is given the opportunity to discuss the complaint provided twenty-four (24) hour notice has been given. Also, the teacher may have a Union representative present to aid the teacher when the complaint is discussed. When such Union representation is requested, the principal is not required to make special arrangements to ensure that the meeting is held during duty hours.

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~~(I)~~(H) If a complaint or lawsuit is filed against any teacher or any teacher is sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board may, at its discretion, underwrite the cost of legal counsel and render assistance to the teacher in his/her defense. The Board may carry insurance to cover such loss.

~~(J)~~(I) A teacher shall be entitled to have present a representative of the Union when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance when such action relates to items in this Agreement. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Union is present, or until five (5) days after such request.

~~(K)~~(J) The Board may, when the Board has proof that unusual and/or hardship conditions exist, reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises.

~~(L)~~(K) A written statement by the Board governing use of corporal punishment of students shall be included in the student handbook and delivered to all teachers prior to the first teacher duty day after Labor Day of each school year.

~~(M)~~(L) Teachers have the authority to remove disruptive students from the classroom in accordance with F.S. 1003.32. Each school shall establish a placement review committee to determine placement of a student when a teacher withholds consent to the return of a student to the teacher's class. Membership on this committee shall meet the requirements of F.S. 1003.32, and shall consist of six (6) members. Two (2) faculty members selected by the faculty, two (2) faculty members selected by the principal, one (1) teacher selected by the schools Union representative, and one (1) administrative member selected by the principal.

~~(N)~~(M) Employee Discipline

1. Disciplinary action may not be taken against an employee unless substantiated by evidence, which supports the recommended disciplinary action.
2. Where substantiated evidence warrants such action(s), an employee may be demoted, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent. Unless circumstances warrant immediate disciplinary action, progressive discipline shall be administered as follows:
  - a. Oral warning with acknowledgment
  - b. Written reprimand

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- c. Suspension with or without pay
  - d. Dismissal by Board action
3. An employee against whom action is to be taken under this section shall have the right to review all documents or records relied upon to support the proposed action and shall be given a copy upon request.
  4. When a principal/supervisor deems it necessary to discipline an employee, said disciplinary action should be made in private and with discretion.
  5. When an employee is involved in circumstances, which could lead to disciplinary action, the employee shall have, upon request, UTSC representation at any conference between the school administrator(s) and the employee, which relates to the matter.

### **ARTICLE XI** **TEACHING CONDITIONS**

- (A) The Board agrees to provide each teacher, as textbook allocations and individual school budgets allow, with the material required by the curriculum in his/her daily teaching responsibility; a key (where applicable) to each classroom in which he/she teaches; a teacher desk, or suitable substitute; storage space for instructional materials, chalkboard-presentation medium space (i.e. whiteboard, monitor, etc.), a standard collegiate dictionary for each teacher; and a copy of all texts used in each course he/she is teaching. The Board further agrees to provide teaching stations for all special subject teachers.
- (B) Each teacher shall have no more than the equivalent of three (3) non-teaching assignments per week, with such non-teaching assignments to include playground duty at other than during the official student day, bus duty other than escorting and supervising students to the afternoon buses, hall duty other than during class changes, and lunch duty, except teachers in grades K-6 may voluntarily decide to go to lunch with their classes on a daily basis. A schedule will be set up by the principals of each school who shall obtain teacher views and assistance on such schedules.
- (C) Teacher Duty Day:
  1. The instructional duty day shall be between 7:30 A.M. and 3:45:00 P.M., not to exceed 7 hours 45-30 minutes. However, by mutual agreement between the teacher and the principal, or other responsible supervisor, the duty hours may vary so long as the total duty time of seven (7) hours and fifteen-thirty (3045) consecutive minutes is worked. Teacher Planning Days will be six (6) consecutive hours including a one (1) hour duty free lunch during which teachers may leave their school site. Two-(2)Three (3)

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preplanning teacher workdays will be from 8:00 A.M. to 3:45-~~30~~ P.M. On the last duty day of the week, the teacher workday shall end fifteen (15) minutes early. Where the work schedule does not permit employees to leave fifteen (15) minutes early, flexibility shall be given to allow employees to begin the duty day fifteen (15) minutes later than the regular schedule.

2. Planning time for teachers (except for adult Vo-Tech) shall be no less than forty (40) consecutive minutes daily with at least seventy-five (75) minutes four days per week, except for teachers on block scheduling, who shall have daily planning equivalent to one (1) block for a minimum of eighty-five (85) minutes. A minimum planning time shall be no less than three hundred and sixty (360) minutes weekly, except for teachers on block scheduling who shall have the equivalent to five (5) blocks of planning time per week. Meetings that may start at the beginning of the teacher planning period and are exceptions to this requirement shall be: 1) one monthly scheduled faculty meeting, 2) meetings identified in the first sentence of Article XI (G), 3) early student release day, 4) two (2) meetings per month for departmental or grade level meetings for curriculum considerations or school improvement committee meetings. Other planning time shall be used at the discretion of the teacher to complete teaching responsibilities.
  3. All teachers shall be provided with a lunch period of at least fifteen (15) consecutive minutes which shall be free from duty and student contact on a daily basis. The principal shall, if at all possible, provide for a duty free lunch period of twenty-five (25) consecutive minutes.
- (D) The hours of employment for the summer months shall be between the hours of 7:00 A.M. and 5:00 P.M., Monday through Thursday. Employee hours other than these hours shall be cleared with the Superintendent.
- (E) Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and safety. The Board shall provide safety equipment for all teachers assigned subject areas where the use of such safety equipment is required by law or regulation.
- (F) No teacher shall be required to hold a conference with parents other than during the teacher duty hours. No teacher shall be required to hold a conference with parents if a room which provides privacy is not available. The teacher shall not be required to wait on a parent more than fifteen (15) minutes.
- (G) Faculty meetings in each school may only be scheduled monthly except in an emergency situation or during pre-planning, in-service/planning days, post-planning and the last month of school. Such meetings shall/may start at the beginning of the teacher planning period, shall be as brief and well-planned as possible, but shall not extend more than twenty (20) minutes beyond the teacher

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duty day. Whenever possible, there shall be twenty-four (24) hours notice with a written agenda for all meetings. When the twenty-four (24) hours notice is not given, the meeting shall not extend more than five (5) minutes beyond the teacher duty day. These restrictions shall not prohibit the principal from scheduling additional departmental or grade level meetings for curriculum considerations and school improvement committee meetings other than the general faculty meeting if such meetings are held during the normal duty day. In addition, these restrictions shall not prohibit the principal scheduling additional meetings on student early release day.

- (H) When school is not in session, teachers may be given access to the building by arranging such access with the principal.
- (I) Observations of a teacher's class by persons other than school and district school administration and supervisory personnel shall be allowed only after consent has been granted by the school principal, and when such other persons are accompanied by the principal or county administrative or supervisory personnel. When such visits are known sufficiently ahead or unless such outsiders are acting as consultants in the evaluation process, teachers shall be given twenty-four (24) hours notice of such observations.
- (J) Classrooms in which classes are being held shall be free of unnecessary interruptions by maintenance, custodial or construction workers, intercommunication systems or other such disturbances.
- (K) Sufficient custodial service shall be provided by the Board to maintain classrooms and other learning areas of each school in a clean condition conducive to teaching and learning.
- (L) Available heating and air conditioning equipment should be maintained in each school to provide a reasonable temperature during periods when school is in session.
- (M) New teachers or teachers assigned new positions may be given three (3) days to observe in the County School System the operation and procedures of our County Curriculum. This shall be accomplished under the supervision of the support staff of an eligible teacher, the grade chairman and/or subject chairman and approved by the principal.
- (N) Assignment of duties on field trips shall be as follows:
  - 1. Teachers and/or administrators shall determine the scope of the trip (i.e. destination, departure time, return time, and any subsidiary activities), general supervision of the students, assure cleanliness of the bus throughout the entire trip and make sure the bus returns in the same condition as when it departed on the field trip, request assistance from the



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driver (s) in supervision of the students when necessary and confer with drivers in suspending bus rules.

2. The bus driver is in charge of the bus at all times while the bus is in motion. The bus driver shall oversee bus cleanliness, shall determine if the vehicle is safe and/or secure and that the bus has sufficient fuel.

**(O) Medical Procedures**

1. Under ordinary circumstances, only properly trained employees will be asked to perform medical procedures or to dispense medication to any student. The Board will assume legal responsibilities when an employee is asked to perform medical procedures or to dispense medication to any student.
2. Nonmedical school district personnel shall not perform invasive medical services which require special medical knowledge, nursing judgment and nursing assessment. The procedures include, but are not limited to:
  - A. Sterile catheterization.
  - B. Nasogastric tube feeding.
  - C. Cleaning and maintaining a tracheostomy and deep suctioning of a tracheostomy.
3. Nonmedical personnel shall be allowed to perform health-related services upon successful completion of child-specific training by a registered nurse, a licensed practical nurse, a physician licensed pursuant to chapter 458 or chapter 459, or a physician assistant certified pursuant to chapter 458 or 459. All procedures shall be monitored periodically by a nurse. These procedures include, but are not limited to:
  - A. Cleaning intermittent catheterization.
  - B. Gastrostomy tube feeding.
  - C. Monitoring blood glucose.
  - D. Administering emergency injectable medication.
4. For all other medical services not listed in Section O (2) and (3), a registered nurse, a licensed practical nurse, a physician licensed pursuant to chapter 458 or chapter 459, or a physician assistant certified pursuant to chapter 458 or 459 shall determine if nonmedical school district personnel shall be allowed to perform such services.
5. Under ordinary circumstances, teachers shall not be asked to toilet or diaper any student. The parties recognize that variations may occur in dealing with handicapped children, but reasonable effort shall be made to relieve classroom teachers of these duties. Reasonable effort shall also be made to relieve an employee of diapering or toileting a student of a gender different than the employee's gender.

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**ARTICLE XII**  
**CURRICULUM AND INSTRUCTION**

- (A) It is recognized that teachers must meet the individual needs of all students. Therefore, the Board agrees that it will provide multi-level and/or multi-text materials to help insure that each pupil in the classroom has adequate materials for his/her use. The process used in selection of materials used in the classroom shall include the recommendations of the subject area teachers, provided that those materials are selected in accordance with the state law. The Board agrees to expend all allocated textbook funds in accordance with established guidelines.
- (B) The Board further recognizes that appropriate materials, such as, library reference facilities, maps, globes, laboratory equipment, instructional kits, audio-visual equipment and supplies, art supplies, physical education equipment, current periodicals and similar materials are necessary for adequate instruction and further that such items will be purchased in accordance with school and district budgets.
- (C) The Board agrees to make available in each school ~~typing-office~~ and duplicating equipment to aid teachers in the preparation of instructional materials.
- (D) There shall be an instructional media center/library in each school to supplement and complement the required curriculum.
- (E) The Board shall distribute to each teacher, during pre-planning if possible, available curriculum guides that were developed by the teacher curriculum development committees. This guide is to be used by teachers in order to maintain a county-wide instructional program. Any changes shall be given to the teacher curriculum development committee's for consideration before changes are made.

**ARTICLE XIII**  
**CLASS SIZE, CLASS LOAD AND SPECIALIZED INSTRUCTION**

- (A) The Board and the Union are both in support of ~~Southern Association~~ accreditation standards set by an approved accrediting body and, within available school budget funds, the school principal shall make every effort to provide an adult-to-student ratio that will meet such standards.
- (B) The number of students, except on a temporary basis, shall not exceed available seating or other required items ~~such as typewriters~~ (i.e. computers or writing surfaces).

**ARTICLE XIV**

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**TRANSFERS**

- (A) Teachers who desire to transfer to another school shall follow procedures outlined in Article XVIII.
- (B) The voluntary transfer of a teacher will be made on the following basis:
  - 1. Needs of the school system
  - 2. Qualifications
  - 3. Mutual agreement of teacher and administration
  - 4. Contributions staff member could make to students
  - 5. Opportunity for professional growth of staff member
- (C) Involuntary transfers, but such transfers not including changes in assignment within a school, may be made to provide a more adequate instructional program. Such involuntary transfers shall be limited to no more than two (2) transfers that involve a change to a different grade or broad subject area within a five (5) year period. Changing back to an area or grade taught during the last five (5) years would not be considered a different grade or broad subject area. Written notice of such transfers will be given to the teachers concerned as soon as possible. When a reduction in the number of teachers in a school is necessary, all volunteers shall be given first consideration for transfer.
- (D) Nothing in this Agreement shall be construed in such a way as to prohibit the Board from providing a racially balanced teaching staff in each school.
- (E) Special talents and expertise needed for the implementation of a new program, but not found on the school district staff, should be sought through retraining of existing staff whenever practicable.
- (F) When a reduction of personnel is necessary, the Board shall utilize transfers and re-assignments so as to accomplish the minimum reduction of teachers.

**ARTICLE XV**  
**REASSIGNMENTS**

- (A) Teachers who desire a change in grade and/or subject assignment shall file a written statement of such desire, one copy of which shall be filed with the principal and one copy shall be filed with the Union.
- (B) Teachers who desire to exchange grade and/or subject assignments may do so with the approval of the principal.

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**ARTICLE XVI**  
**TEMPORARY AND PERMANENT STATUS**

- (A) A teacher is a probationary teacher until for the duration of the initial annual contract.
- (B) The Superintendent and all administrative personnel shall be charged with the obligation of giving all teachers reasonable opportunity of developing into useful and productive teachers in the district.

(C) 1. Annual Contract teachers may be dismissed during the Period of his/her employment contract, only by the Board, and only under the provisions provided for in F.S. 1012.33.

(C) 2. All annual contract teachers who:

- receive a highly effective rating on their most recent final and complete evaluation from Suwannee District Schools, or two consecutive effective or higher ratings on their most recent final and complete evaluation from Suwannee District Schools,
- and have met all statutory requirements for rehire,

shall have their contract renewed for the following school year, provided there is a position within the school district for which they are certified and provided the teacher has not received discipline of level "C" or above on progressive discipline within the current or previous year.

The District shall also work to provide opportunities for displaced teachers who were rated effective or higher on the previous year's observation instrument.

(Note: Article XVI, Section (C)(2), was invalidated by 1001.42(24)(b), Florida Statutes and is now contrary to law and is unenforceable. This stricken language was objected to by the UTSC; however, both the District and UTSC acknowledge that this language is deemed to be stricken in accordance with Florida law and will comply with the intent of the law.)

- (D) Any annual contract teacher who receives written notice from the Superintendent that he/she will not be recommended for reemployment shall, upon his/her written application to the Superintendent, have a right to a conference on this decision with the Superintendent. Probationary teachers are excluded from this provision.

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- (E) Any loss of salary by a teacher re-employed, as a result of being reinstated following a dismissal hearing, shall be paid to the teacher within ten (10) days of his/her reinstatement.
- (F) Any teacher hired as an out-of-field teacher in accordance with Article IX sections (A) and (B) or any teacher voluntarily being reassigned as an out-of-field teacher, who is out-of-field one-half (1/2) time or more, who fails to gain in-field certification, and has not completed six (6) hours of required courses in the out-of-field assignment shall be terminated if no open position exists for which they are certified. If a position for which they are certified is open the teacher (who has been rehired in April for the next year) will be placed in that position. Documentation, within thirty (30) days of completion, of at least six (6) semester hours (or the equivalent toward the appropriate certification taken within one (1) calendar year from date of initial appointment to the out-of-field assignment and each calendar year thereafter until all course requirements are completed for the appropriate certification.) taken after September 1 shall be presented prior to pre-planning of the following year.
- (G) Disciplinary action may not be taken except for just cause. This provision excludes probationary employees.

**ARTICLE XVII**  
**TEACHER EVALUATION**

The parties recognize that assessment is something that is done with a teacher and not to a teacher. The parties further recognize the importance and value of developing a procedure for assisting and assessing the progress and success of the newly employed and experienced personnel. The Suwannee County Schools Instructional Personnel Assessment Plan shall be approved by the School Board annually.

Procedures, as approved in the Plan shall be followed by all parties. All parties shall be afforded the opportunity to evaluate the implementation of the Plan, annually, and make recommendations for improvements. A task force comprised of three (3) members appointed by the Superintendent and three (3) members appointed by the President of the Union shall serve the purpose of reviewing the Plan and making specific recommendation(s) for change as needed. Such recommendation(s) shall be presented to the Superintendent and the President of the Union.

- (A) All observations of teachers for purposes of evaluations including the use of audio and/or video recording devices shall be conducted openly and with full knowledge of the teacher. Intercoms and other such listening devices are prohibited for evaluation purposes.
- (B) Any conference or hearing with a teacher regarding discharge, demotion or other change in the teacher's assignment or status shall be conducted in a manner so

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as not to abrogate the teacher's rights according to the Florida School Law or the provisions of this Agreement.

- (C) Each teacher shall have the right, upon request, to review and reproduce the contents of his/her personnel file. A representative of the Union may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file.

- (C)(D) Evaluations may be grieved pursuant to Article VII (J) Level Two to redress any procedural concerns, including miscalculations and instructional practices, by the grievant.

The report of the Task Force shall be used as a basis for any alterations in the manner or form of employee evaluations.

### ARTICLE XVIII VACANCIES AND PROMOTIONS

- (A) SUBSTITUTE TEACHERS with certification in a subject area and/or grade level shall be considered for assignment when a substitute is required for that subject and/or grade level.
- (B) Any teacher employed to fill a partial year vacancy (more than thirty (30) consecutive school days) shall be certified and shall be assigned only to a position with the scope of his/her teaching certificate. Such teachers shall be placed at the appropriate step of the regular teacher's salary schedule as of the date of his/her assignment as a regular teacher.
- (C) When such certified teachers cannot be obtained as specified in "B" above, an appropriate substitute may be employed.
- (D) All openings for regular and extra-compensation positions, both teacher and administrative positions, shall be posted by the Superintendent and/or his/her designee. Information regarding these these notices positions shall be posted in the offices and faculty rooms of all schools; and shall include job description (including grade level, subject level and school), effective date of vacancy, kind of certificate necessary and information concerning securing, and deadline for filing of the application, as well as the District's website.
- (E) Applicants for positions described in Section "B" or Section "D" above must be certified, when certification is a requirement in the job description, for the position, or the applicant's credits must be acceptable for certification. Any qualified person may apply and all applications will be given consideration.

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- (F) ~~The applicant can secure the application from the principal's office or from the personnel office. Any applicant on file may be updated.~~ Employment applications are obtained and submitted through the employment link on the District's website. The principal who is to evaluate the applicant shall, when possible, be a member of the interviewing committee which recommends the hiring of the applicant.
- (G) Selection shall be based on the needs of the school system, the applicant's ability to relate to others, personality and character, academic background, teaching experience in the district and a personal interview. All qualifications being equal, preference shall be given to applicants from within the school district.
- (H) During the summer months when the regular school calendar is not in operation or on an emergency basis during the regular school year, a position vacancy may be filled on a temporary basis until the procedures of this Article can be followed.
- (I) All teacher vacancies that remain after lateral transfers shall be posted as "in-house" (only current employees may apply) for three (3) working days. All administrative vacancies that remain after transfers shall be posted as "in-house" (only current employees may apply) for three (3) working days. If no applicant is selected from the "in-house" posting, then notices shall be posted for five (5) working days. Vacancy notices will be posted in at least one (1) school office and one (1) teacher lounge per school. The Superintendent and/or his/her designee shall notify all candidates for posted vacancies by telephone or letter of their selection, or non-selection, for interviews. Interviews shall be completed and interviewed applicants shall be notified of his/her approval or rejection by the Superintendent and/or his/her designee within ten (10) days of the Superintendent's decision for recommendation.

This notice provision does not apply to temporary positions. In such cases, the Union president will be notified prior to the posting.

#### **ARTICLE XIX** **REDUCTION IN TEMPORARY AND PERMANENT PERSONNEL**

In the event the Board determines that the teaching staff must be reduced, current Florida Statutes will be the guiding authority used for the reduction. ~~the~~ The Board shall give written notice to the Union before implementing such reductions. Such reductions of the teaching staff shall ~~not be arbitrary or capricious, shall not deprive teachers of other rights conferred by this Agreement or Laws of Florida, and the United States, and shall be capable of uniform application.~~ Such reductions in the teaching staff shall be implemented only upon showing of adequate evidence that such reduction is necessary. Such reduction, when possible, shall be accomplished by: (1) attrition, ~~and~~ (2) lay-off of

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temporary personnel, (3) lay-off of teachers without a complete and final Suwannee County evaluation, or (4) teachers with an incomplete evaluation in the preceding year. When not possible, the following procedure shall be controlling if a reduction in the teaching staff is still determined to be necessary.

**(A) ATTRITION:**

4. The Board shall try to meet such reduction of personnel with normal attrition through retirement. If it becomes necessary to make further reductions, the Board shall actively encourage retirement of all persons eligible for full retirement. When a teacher is eligible for full retirement and reduction of personnel is still necessary, then and only then would he/she be laid off. ~~in preference to a lesser senior teacher with permanent status.~~
- 3.1. Any teacher who would have qualified for retirement during the reduction year, and has at least five (5) years continuous local teaching experience shall be permitted to teach that year so as to acquire needed service provided the position remains within the program needs of the district and the performance evaluation would have sustained the employee's retention under current Florida Statutes.

**(B) LAY-OFF:**

1. The parties agree that teachers with probationary contracts are excluded from the reduction in force protections.
2. Thereafter, in the event the Board determines that the instructional staff must be reduced, the Board must retain employees at a school or in the district based upon educational program needs and the performance evaluations of employees within the affected program areas. Within the program areas requiring reduction, the employees with the lowest performance evaluations must be the first to be released; and reductions shall continue in a like manner until the needed number of reductions has occurred. The Board may not prioritize the retention of employees based upon seniority.
3. In the event a reduction in force is necessary and has been conducted in accordance with Florida Statutes, the parties agree that the Board may also consider the following for layoffs in the sequential order:
  - o contract status
  - o certification
  - o educational attainment
  - o instructional experience in the district
  - o other factors



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- ~~1.4. Permanent teachers in each affected subject area or grade level, having the longest uninterrupted service in the district (except as in Subsection (A) 1.) shall be the last in his/her subject area to be laid off, except voluntary or involuntary transfers or reassignments would be considered as uninterrupted service in the previous assignment if the teacher has been certified in such previous assignment.~~
- ~~2. Where the length of service is the same, the permanent teacher with the highest objective qualifications and/or best performance record within his/her subject area or grade level will be retained.~~
- ~~3. If lay-offs are to occur, a seniority list, in accordance with the preceding requirements, shall be prepared by the Board and a copy thereof given to the Union.~~

**(C) RECALL:**

1. Teachers shall be recalled first in inverse order of lay-off.
2. No new teachers shall be hired in a laid-off teacher's subject area and/or grade level until all certified and fully approved laid-off teachers from that subject area and/or grade level have been recalled or have declined or failed to accept recall.
3. For the purpose of this Article, service shall not be deemed to be interrupted by any leave granted and approved pursuant to this Agreement.

**(D)** In the event of lay-off pursuant to this section, a leave of absence without pay may be granted to any teacher affected by this reduction. During said leave of absence, such teacher's seniority will remain unbroken and his/her accumulated leave days shall not be cancelled but shall remain credited to him/her pending his/her return to a teaching assignment in the district.

**(E)** Any permanent teacher subject to lay-off pursuant to a reduction in the teaching staff, who is not eligible for retirement, shall upon his/her demand, be given the opportunity in a hearing before the Board, to challenge such action.

**ARTICLE XX**  
**STUDENT AND INTERN TEACHER ASSIGNMENTS**

Assignment of an intern or student teacher to a supervisory teacher shall be made only with the voluntary consent of the supervisory teacher. Teachers shall be assigned no more than one (1) intern and/or student teacher per school year and may use such

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student supervision for extension of certificates in accordance with 6A-4.05(2)(a) of Florida State Board of Education Administrative Rules.

**ARTICLE XXI**  
**IN-SERVICE TRAINING**

- (A) The Professional Development Council (PDC) shall be comprised of teachers, school-related personnel, administrators, and other individuals as provided for in the procedures of the Suwannee County PDC Center in accordance with F.S. 1012.98. Membership on the PDC council shall include peer-elected representatives to include at least fourteen teachers and two school-related representatives; at least nine representatives appointed by the Superintendent to include administrator, health, business, parent and community representatives; and, a representative appointed by the UTSC. Membership guidelines and procedures are outlined in the Suwannee Professional Development Council By-Laws.
- (B) The Suwannee PDC shall develop goals and procedures, review and assess the annual needs assessment, assist in the development of the ~~Master-District's inservice plan~~ Inservice-Plan, organize the Teacher of the Year/School-Related Employee of the Year Reception and Retirement Reception, and develop/maintain the Professional Development Protocol System.
- (C) The ~~Master-District's inservice plan~~ In-Service-Plan for Suwannee County shall be based upon the School Improvement Plans, Annual Needs Assessment, Individual Professional Development Plans, and Climate Surveys.
- (D) All salaries paid as a result of activities planned as a part of the ~~Master Plan~~ District's plan for ~~in-service~~ and/or when such activities are designated by the PDC shall be paid at the in-service rate.

**ARTICLE XXII-1**  
**PROFESSIONAL COMPENSATION**

- (A) The basic salaries of teachers covered by this Agreement shall be in accordance with salary schedule given in Appendix A. However, the salary for Naval Junior Reserve Officers Training Corp (NJROTC) instructors shall be for a period of ten (10) months on Appendix A or for twelve (12) in accordance with minimum salaries as established in the Agreement between the Board and the Department of the Navy. Experience for NJROTC instructors shall be granted in accordance with Article XXII. Instructors shall make an annual written request for placement, prior to April 1st, for each subsequent school year. Except where specified salary schedules are negotiated, all other schedules that provide for extended

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time and/or separate hourly schedules shall be paid at a rate that is one hundred percent (100%) of the regular salary rate.

**(B) Fringe Benefits Program**

1. The Suwannee County School Board will contribute a negotiated amount of not less than \$ 5,350.00 annually toward the individual premium for those eligible employees who elect to participate in the health insurance benefit plan. Such coverage will begin on the first day of the month following 30 days from date of hire. The School Board's contribution will discontinue upon the last day of the month in which employment ceases.
2. The Board and the Union agree to establish a Fringe Benefits Evaluation Team (FBET) composed of five (5) members appointed by the Union and six (6) members appointed by the Superintendent. The FBET shall meet at least once annually for the following purposes:
  - a. Investigate various fringe benefits which could be beneficial to the employees covered by the agreements between the Board and the Union;
  - b. Receive informational presentations from the fringe benefit providers concerning specific fringe benefits programs; and
  - c. Formulate presentations for both the Board and the Union to be considered for negotiations and implementation.

(C) Salaries for teachers shall be paid in twenty-four (24) equal installments. For teachers on ten (10) months contracts, checks shall be issued on the 15th day of each month and on the last teaching day of each month during the school term with two (2) additional checks issued at the end of post-planning and three (3) checks issued the last day of June. For teachers on twelve (12) months contract, checks shall be issued on the 15th day of each month and on the last duty day of each month. Summer school paychecks shall be paid on the last duty day in June and the last duty day of July. In the event the first reporting day of the work year is on or after August 15, the check will be distributed on the second day of pre-planning.

(D) Credit on the salary schedule shall be given a teacher for each year of military service up to a maximum of two (2) years. A minimum of six (6) months military service shall be required to qualify for a year of service, with no credit shall be allowed unless the teacher served at least eighteen (18) months. Any teacher previously granted more than two (2) years of credit for such service shall continue to receive such credit as previously granted.

(E) 1. For instructional personnel hired before July 1, 2011, advanced degree supplements to a higher salary level will be made upon submission by the

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teacher of appropriate evidence of an additional academic degree earned. If adjustments are to be made for the year in which advanced degrees are earned, notification of intent to complete such degrees shall be submitted prior to July 1<sup>st</sup> of the fiscal year for which adjustments are requested. A form shall be developed and given to each teacher during post-planning which shall be used by the teacher to provide the required notification. These adjustments shall be included in the paycheck in the month following submission of all requirements for the advanced degree. In most cases a transcript showing date of completion of degree requirements will be necessary.

2. —For instructional personnel hired after July 1, 2011, advanced degree supplements will be paid in accordance with Florida Statute 1012.22. Credit for an advanced degree supplement will be given to instructional personnel in an education related field and that when that same field is included on their active FL DOE educator's certificate as a coverage area.
- (F) Athletic supplements, and all other supplements for those eligible to be in the Union, will be in accordance with the negotiated differentiated pay plan adopted by the Board. (See Differentiated Pay Plan.)
- (G) Teachers, with the exception of retired teachers, shall receive full credit on the salary schedule for all previous teaching experience in public schools in the State of Florida and teaching experience in public schools from another state. Teachers in vocational assignments shall be allowed to count up to five (5) years of work experience if four (4) years of such experience is first deducted. Retired teachers who are rehired to teach in Suwannee County School District will be initially placed on year 15 of the instructional salary schedule.
- (H) Teachers shall be eligible for course reimbursements and stipends in accordance with the County Master Plan for In-service Education.
- (I) Any teacher who must use his/her personal automobile or otherwise provide his/her own transportation when on approved school district business shall be reimbursed by the Board at the rate allowed by State Law Board policy. Such mileage reimbursement shall not include routine travel to and from the teacher's home and the school to which he/she is assigned. Actual cost of other expenses incidental to travel, such as meals and lodging, when on approved school district business, shall be reimbursed by the Board in accordance with established policy. The use of private automobiles, for extra-curricular trips is discouraged; but, if approved by the Superintendent, the teacher's liability insurance will first be used, in the event it is necessary, and then the School Board insurance will take over, if necessary.
- (J) The Board shall provide terminal pay to any teacher or to the teacher's beneficiary if service is terminated by death. Such terminal pay shall be in an

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amount determined by the daily rate of pay of the teacher in the final year of employment by the Board and shall computed as follows:

1. During the first three (3) years of service in Suwannee County, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accrued sick leave.
  2. During the next three (3) years of service in Suwannee County, the daily rate of pay multiplied by forty percent (40%) times the number of days of accrued sick leave.
  3. During the next three (3) years of service in Suwannee County, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accrued sick leave.
  4. During the next three (3) years of service in Suwannee County, the daily rate of pay multiplied by fifty percent (50%) times the number of days accrued sick leave.
  5. Thereafter, upon completion of twelve (12) years of service in Suwannee County, either (a) or (b). In the event termination is by death of the employee, the provisions of (c) below shall be followed.
    - (a) The daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.
    - (b) When retirement is with full benefits under an approved Florida retirement system, then the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave.
    - (c) In the event termination is by death of the employee, payment of the terminal pay benefits to the employee's beneficiary shall be at the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave.
- (K) In addition to the terminal sick leave pay, terminal pay benefits shall include a sum equal to his/her daily rate of pay at the time of his/her retirement or death, multiplied by the total number of his/her accrued Annual Leave days, if any.
- (L) For employees electing to participate in the Deferred Retirement Option Program (DROP) terminal pay for accumulated leave shall be in accordance with Board Policy.
- (M) If an employee retires with full benefits under any approved Florida retirement system, the employee shall receive an additional one thousand dollars (\$1000) if

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such retirement is effective no later than June 30th of this fiscal year and six (6) month notice of retirement is given.

- (N) Whenever terminal pay for an individual exceeds twenty-five percent (25%) of the Base Teacher's Salary Step 0, the Board, or an individual at their discretion, shall be allowed to have terminal pay issued in three equal payments due on June 30th of each fiscal year starting on June 30th in the retirement year. If the Board chooses to pay in three equal payments, it will do so for all individuals whose terminal pay exceeds twenty-five percent (25%) of the Base Teacher's Step 0.
- (O) Deductions for personnel during the regular school term for daily absence not covered by provisions of this Agreement shall be made at the daily rate of the annual contractual salary.
- (P) All High School, Junior High School, and Elementary counselors shall be employed during the summer in accordance with recommendations of the School Principal and approved by the Board.
- (Q) The School Board agrees to pay an amount equal to the Board contribution for current employees toward single coverage medical insurance of employees who retire with thirty (30) or more years of service, and, are fifty-two (52) years of age or older at time of retirement. This payment shall continue until the employee reaches sixty-five (65) years of age or become eligible for coverage under medicare insurance coverage, or becomes ineligible for coverage under the School Board group policy for retirees.

Effective June 30, 2008, the School Board contribution for current participants will be capped at \$306.74 per month, less \$150.00 per month or the equivalent Florida Retirement System health insurance subsidy. Current participants are defined as those employees who have effectively retired by entering the Deferred Retirement Option Program (DROP) or who have directly retired from the Suwannee School District. No new retiree participants will be permitted to enter this program after June 30, 2009.

### **ARTICLE XXII-2** **RECRUITMENT AND RETENTION**

- (A) Applicants who are graduates from Suwannee County School District and return to the District and are hired in teacher vacancies as first time teachers in fiscal year 2018-2019 or thereafter shall be eligible for a tuition reimbursement of \$1,500 per year for a maximum of four years with the total reimbursement amount not to exceed \$6,000. This reimbursement will be paid in June upon the completion of each school year. An employee who is not recommended back for an instructional position will only be eligible for tuition reimbursement of \$750 per year.

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- (B) Effective July 1, 2019, employees who subsequently retire from Suwannee County School District and have a minimum of 20 years of service with the Suwannee County School District shall have the Board contribution to health insurance that is equivalent to current employees, less the employee's Florida Retirement System health insurance subsidy, for a maximum of five years or until they are eligible for Medicare, whichever comes first. Eligibility for this insurance contribution shall be that the employee separates from service from Suwannee County School District and immediately begins receiving retirement benefits from the Florida Retirement System.

**ARTICLE XXIII**  
**PAID LEAVES**

(A) SICK LEAVE:

1. Sickness or Death: Teachers shall be allowed sick leave in accordance with appropriate Florida Statutes 1012.61.
2. Personal Leave: Each school term each teacher shall be allowed six (6) days personal leave to be charged to sick leave, to be used for the teacher's personal business. A personal leave day may be used for any purpose at the discretion of the teacher. Any teacher planning to use a personal leave day or days shall notify his/her principal at least two (2) days in advance, except in case of emergency. The teacher shall suffer no loss of pay for such leave. The teacher shall not be required to give reasons for such leave, except the leave is for "Personal Reasons."
3. Religious Holiday Leave: Two (2) days each school year shall be provided for each teacher for religious holidays not otherwise provided in the school calendar. Such days shall be non-cumulative and shall be charged to sick leave provided in paragraph (1) above, provided the employee is a member of the religious faith for which the holiday was established.
4. Outside Accumulation: Accumulated sick leave acquired by a teacher in another Florida district shall be accepted by the district in accordance District School Board Policy and State Statutes.

(B) DISABILITY, ILLNESS-IN-THE-LINE-OF-DUTY LEAVE:

1. In case of disability, or illness-in-the-line-of-duty, the teacher's wages shall continue in full without reduction in accumulated sick leave if the following conditions are met:

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- a. The principal or the superintendent shall be notified as soon as the injury or illness occurs.
  - b. The teacher shall file a written claim signed by the principal or the immediate supervisor for attachment to the payroll report for the period in which the illness or injury occurs.
  - c. In case of injury, a certificate from a licensed physician may be required and, in the case of a claim relating to a contagious or infectious disease, the teacher shall file a statement from a licensed physician certifying that, beyond a reasonable doubt, the contagious or infectious disease was contracted at school during the time the teacher was engaged in school work.
  - d. After determining that the claim correctly states the facts and is valid, the school board will approve the leave for up to ten (10) days.
  - e. Any workman's compensation payment received by the teacher while he/she is on compensable leave shall be deducted from his/her gross salary or the check received from workman's compensation shall be endorsed to the school board.
2. Any person who has previously been granted ten (10) days of illness-in-line-of-duty leave may be granted additional illness-in-line-of-duty leave by action of the board as follows:
  - a. The teacher shall file a certificate signed by a licensed physician designated by the school board stating the teacher is unable to return to duty because of the injury or illness for which the initial leave was granted.
  - b. The teacher shall agree to file a medical report, at such intervals as the superintendent may direct, showing that he/she is unable to perform his/her contractual duties.
  - c. The teacher shall not engage in any type of work for which he/she will receive remuneration.
  - d. When the above conditions and requirements are met, the teacher will be allowed additional illness-in-line-of-duty leave as determined by the school board; provided that the teacher is under contract during the time of such leave and compensation.
  - e. Such additional leave shall be approved subject to the certificate in (a) above being submitted to the superintendent, for approval, prior to such leave being allowed and further that the certificate shall be



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dated at, or near the end of, the initial ten (10) days leave. When illness-in-line-of-duty is denied, in part or in full, the teacher may use accumulated sick leave in accordance with appropriate policies.

- (C) **VERIFICATION OF LEAVE:** Upon return from leave as described in paragraphs "A" and "B" above, the immediate supervisor shall provide the teacher with the necessary forms for verification of the reasons for absence. Such completed forms should be submitted to the immediate supervisor before the established date for submission of monthly payrolls. Failure to submit such forms prior to these dates shall mean a loss of pay for each such sick leave day for that month with such loss of pay being added back in the following month if forms are properly submitted prior to the end of the month in which the teacher returned to duty.
- (D) **SABBATICAL LEAVE:** For the encouragement of continued professional development and resulting improvement in the quality and level of experience of the teaching staff, sabbatical leaves for periods not less than one (1) term nor to exceed one (1) school year shall be granted by the Board.
1. Any certified teacher who has satisfactorily completed seven (7) consecutive years of teaching in the school district may apply for sabbatical leave.
  2. A sabbatical leave may be granted to permit a certified teacher to engage in study or research.
  3. A certified teacher who requests a sabbatical leave for study will be expected to enroll as a full-time student carrying a full load (full-time student as determined by the institution attended) of academic work at an institution of higher education approved by the appropriate accrediting agency.
  4. The applications for sabbatical leave, including a plan for study, must be submitted to the Superintendent or designee during the period from February 1st to February 28th preceding the school year for which the leave is granted. Applicants will be notified not later than March 20th as to the disposition of their application. A teacher receiving permission to take a sabbatical leave shall inform the Superintendent in writing of his/her intention to either accept or decline such leave. Such notification shall be given not later than fifteen (15) days after the applicant has been notified of approval of his/her request for leave.
  5. Not more than one (1) percent of the certified teachers represented by the Union in this Agreement may be granted sabbatical leave during any one school year.

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6. Applications for sabbatical leave will be screened by a committee to be appointed by the Superintendent. Criteria to be considered by the screening committee in reviewing applications for sabbatical leaves will include the needs of the school system, teacher needs, area and plan of study, seniority and past contributions to the school district. In all cases a teacher making application for his/her first sabbatical leave shall have preference over one who has previously had sabbatical leave. Upon the termination of sabbatical leave, a teacher shall not be entitled to another sabbatical leave until he/she has completed an additional seven (7) full years of service in the school district.
  7. If more than the designated percentage of applications are approved, a list of alternates will be established. The alternates will be ranked according to their precedence, previously established by the committee. Should any of the original choices decline his/her sabbatical leave due to a change in plans or lack of acceptance in a program, the first alternate shall be notified and considered. This process shall continue through the list of alternate-designates until all approved applications have been utilized.
  8. The teacher who takes a sabbatical leave shall agree in writing to teach three (3) years in this school district after returning from sabbatical leave. If he/she accepts another position or retires from teaching before the three (3) year period has elapsed, he/she shall repay the school district on a proportional basis, the salary paid him/her while on leave.
  9. During the year of absence of a teacher on a sabbatical leave, such teacher shall receive one-half (1/2) the beginning bachelors degree teacher salary, as if the teacher were to be in actual service. In addition thereto, the Board shall pay the contribution to the appropriate retirement system required of the person on leave computed on the salary of such person for the year on leave.
  10. The teacher, upon returning, will be returned to his/her former position or, upon request by the teacher, to a mutually agreed upon position. Such teacher shall also be advanced to the appropriate position on the salary schedule as if he/she had been in actual service in the district during the period of sabbatical leave.
- (E) Temporary duty with pay shall be granted to teachers for the purpose of participating in approved in-service activities in the County Master Plan or in accordance with plans to be funded by the individual school budget and approved by the school principal.
- (F) Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding shall be paid his/her full salary for

**INSTRUCTIONAL AGREEMENT ~~2019-2022~~2022-2025**

such time. This provision excludes any personal litigation in which the employee may be subpoenaed.

- (G) The Board agrees to provide ~~thirty-five (35)~~ thirty-five (30) days leave, with pay, to be used by the Union President and/or his/her designee, provided attendance is required at all regular meetings of the Board, for the purpose of attending school board meetings, Union meetings, conferences, and conventions. This paid leave does not include per diem, travel or subsistence expense. Such approved person shall make a report of such visits on the designated Union communications platform (i.e. First Class UTSC folder, etc.). ~~with one copy posted at each school and one copy filed with the Superintendent.~~
- (H) There shall be, upon request, two (2) teachers from each school approved for personal leave with pay and no loss of sick leave to attend the funeral of any active or retired teacher of Suwannee County to act as representatives of that school. The request should be made as soon as possible. On the day of the funeral, teachers shall be allowed to leave, at the discretion of the Superintendent, to pay respects to the family and friends of the deceased.
- (I) When requests for maternity leave shall meet legal requirements for sick leave, teachers shall be allowed to use accumulated sick leave or unpaid leave in accordance with teacher requests.

**ARTICLE XXIV**  
**UNPAID LEAVES**

- (A) Any teacher required or volunteering to serve in the Armed Forces of the United States shall be granted leave, without pay, for such service to a maximum of four (4) years. A teacher returning from such leave shall be returned to employment, without prejudice, provided application for reemployment is filed between four (4) and six (6) months prior to the date of discharge or release from active military duty. If the request is for reemployment for the current year, the teacher will be returned to employment only if a vacancy exists in his/her area or certification. Such teacher shall be returned to his/her former position or to a substantially similar position and for which he/she is fully qualified.
- (B) A leave of absence for professional improvement, without pay may be authorized for any teacher, upon application, for one (1) academic year for the purpose of (1) engaging in study at an accredited university; (2) Full-time teaching in foreign or military programs; (3) cultural travel or work program related to his/her professional responsibilities; or (4) participating in exchange teaching programs in other districts, states, territories or countries. Applications for such leave shall be submitted to the Superintendent not later than sixty (60) days prior to the end of post-school planning preceding the school year for which the leave is requested.

**INSTRUCTIONAL AGREEMENT 2019-20222022-2025**

**(C) Maternity Leave:**

1. Pregnancy is treated as a temporary medical condition for the purpose of leave, seniority, insurance benefits and the like.
2. Pregnant employees may continue to work as late into the pregnancy as desired, provided they are able to carry out their normal duties.
3. A teacher adopting a child less than one year old shall be entitled, upon request, to a leave, without pay, to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the legal requirements for adoption.

(D) A leave of absence, without pay, up to one (1) year, may be granted to any teacher, upon application, for the purpose of serving full-time, paid office of a national or state professional education organization. Upon return from such leave, the teacher shall be returned to his/her former position or to a substantially similar position satisfactory to the teacher and for which the teacher is fully qualified, and shall be placed on the salary schedule with no credit for such leave.

(E) A leave of absence, without pay, for up to one (1) year may be granted to any teacher, upon application, to campaign for, or serve in, a public office. Upon return from such leave, the teacher shall be returned to his/her former position or to a substantially similar position satisfactory to the teacher and for which the teacher is fully qualified, and shall be placed on the salary schedule with no credit for such leave. A teacher who is serving in a public office may be granted, upon application, personal leave without pay for up to two (2) days per month.

(F) Instructional personnel on approved leave of absence shall notify the Personnel Office in writing, at least sixty (60) days prior to the termination of their leave, of their intention to return to work. Failure to notify may result in immediate termination of approved leave.

**ARTICLE XXV**  
**SCHOOL CALENDAR**

- (A) The school calendar shall not exceed one hundred ninety-six (196) teacher duty days or one hundred eighty (180) student attendance days.
- (B) The calendar shall provide for six (6) paid holidays as identified on the calendar.
- (C) All ten (10) and eleven (11) months instructional personnel whose duty days are 196 days for ten months and 216 for eleven month will be provided six (6) paid holidays as identified on the school calendar.

**INSTRUCTIONAL AGREEMENT ~~2019-2022~~2022-2025**

- (D) The Board and the Union agree to establish a calendar committee of ~~10~~1 employees comprised of five (5) appointed by the Union, and five (5) appointed by the Superintendent, and one (1) School Board member designee. This committee will develop a calendar and recommend it to the Superintendent.

**ARTICLE XXVI**  
**EMERGENCY SCHOOL CLOSING**

- (A) All of the schools and school offices in the school system will be open on all regularly scheduled days unless closed by the Superintendent because of an emergency.
1. When an emergency confronts the school, notification of the closing of schools will be released for broadcast ever—through mass telecommunications, including but not limited to WQHL—local radio stations, social media, and district website, no later than 7:00 A.M.
  2. When the schools are not officially closed because of an emergency but severe inclement weather prevents a teacher from reporting for duty, such absence shall not result in a loss of pay to the teacher if such absence is charged to personal leave.
  3. When the schools are dismissed early because of inclement weather or any other emergency, all teachers shall be dismissed fifteen (15) minutes after all students vacate the school campus.
- (B) Nothing in this Article shall require the School Board to keep schools open in the event of severe inclement weather, or when otherwise prevented by act of God, or health epidemics; and nothing shall require teachers to report for duty when schools are closed under such circumstances. Such notice of school closing shall be given as far in advance as possible.
- (C) Five (5) days shall be included in the school calendar as possible make-up days. If any of these days are needed, a representative of the Board and a representative of the Union will meet to decide which day(s) to use first. These days, if needed, will not alter other calendar days.

**ARTICLE XXVII**  
**MAINTENANCE OF STANDARDS**

- (A) The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior notification to the Union.

**INSTRUCTIONAL AGREEMENT 2019-20222022-2025**

- (B) Within five (5) duty days after beginning initial employment, or beginning a change in job classification, each such member of the teaching staff will receive a copy of their job description.

**ARTICLE XXVIII-1**  
**SICK LEAVE BANK**

**A. Purpose**

In order to provide employees emergency sick leave for illness or injury beyond that available under provisions governing sick leave, the SICK LEAVE BANK has been established.

**B. Eligibility**

Any full time employee shall be eligible for voluntary participation in the sick leave bank after one (1) year from the date of initial employment with the school system, provided that such employee has accrued a minimum of six (6) sick days. Enrollment in the sick leave pool program will be accepted during September 1 through the 15<sup>th</sup> of each school year. Employees must wait thirty (30) days after initial enrollment before being eligible to withdraw days from the sick leave bank.

**C. Contributions**

During initial enrollment period, new participating members shall contribute one (1) day of sick leave during the enrollment period. Each participating member shall contribute one (1) day each time the bank is depleted to 10 days. Said contributions shall be made one (1) month following the depletion occurrence, at which time members will be notified of the need for an additional day and be given the option to contribute the day, withdraw from the bank or shall be allowed to contribute one day immediately when a sick leave day is earned. The Sick Leave Bank Committee shall not grant days in excess of the balance of days in the bank. Sick leave days donated to the bank by an employee will not be returned to the employee except as provided for in this Article.

- D. Any sick leave days withdrawn from the bank by a participating employee must be used for said employee's personal illness, accident, or injury of a medically catastrophic nature. The employee must make application to the sick leave bank in order to receive sick leave benefits. Employees must provide medical documentation stating illness and lack of ability to perform assigned duties. Employees not properly certificated to perform duties shall be ineligible to draw from the sick leave bank.

- E. No employee shall be eligible to draw more than forty-five (45) days from the bank for any one illness or injury or complications thereof. The number of hours will be

## INSTRUCTIONAL AGREEMENT ~~2019-2022~~2022-2025

equal to the hours that make up an employee's work day. Fragmentary sick leave days in excess of sick leave will not be honored by the Sick Leave Bank Committee unless the request is for the same illness, accident or injury. After an employee's accumulated sick leave has been exhausted and any donated by a family member also has been exhausted, the employee will be eligible to draw from the bank only for approved absences of ten (10) continuous days or more.

- F. Any employee withdrawing sick leave days from the bank shall not be required to replace those days except as a regular contributing member of the pool.
- G. A participating employee who chooses to no longer participate in the Sick Leave Bank shall not be eligible to withdraw any sick leave already contributed to the bank.
- H. Should the membership in the bank fall below ten (10), the Sick Leave Bank shall be automatically dissolved. Such days remaining shall be equally proportioned to the remaining participating members, provided that no participating member may receive more than the days he/she contributed.
- I. All requests for withdrawal of days from the Sick Leave Bank shall be addressed to the Sick Leave Bank Committee on an official form provided for this purpose. The decision of the committee shall be final.
- J. The Board, after consulting with the ~~Association~~Union, shall establish procedures for identifying and recording contributions to the pool and for complying with applicable governmental regulations and/or associated record keeping.
- K. A notification letter will be sent to applicants informing them of their acceptance or rejection into the sick leave pool. Participating members will also be notified when they are no longer a member of the pool.
- L. Sick Leave Bank Committee

The Sick Leave Bank Committee (SLBC) shall have four (4) members. The ~~Association~~Union shall select two (2) members and the Board shall select two (2) members. The Superintendent or designee and the ~~Association~~Union President or designee shall be members of the SLBC. Teacher members shall hold Continuing Contract or Professional Services Contract status. Education Staff Professionals shall hold non-probationary status. Vacancies on Sick Leave Bank Committee shall be filled by the party for whom the vacancy exists.

### M. Committee Responsibilities

1. The Sick Leave Bank Committee, by majority vote, shall determine the Rules and Procedures of the Sick Leave Bank and shall have the authority to amend them when necessary.

**INSTRUCTIONAL AGREEMENT 2019-20222022-2025**

2. The Sick Leave Bank Committee shall review all withdrawal applications. It will approve or deny each request.
3. Denials will be fully explained in writing.
4. A minimum of three (3) committee members' signatures will be required for all approvals or denials.

Alleged abuse of the use of the Sick Leave Bank shall be investigated by the Superintendent with the assistance of the Sick Leave Bank Committee. Any finding of wrongdoing shall result in the employee being required to repay all sick leave credits drawn from the bank. Refusal on the part of the employee to repay said credits shall be grounds for termination. Other appropriate disciplinary action may be taken by the Board even if the employee provides repayment to the pool.

**ARTICLE XXVIII-2**  
**EMPLOYEE LEAVE SELL BACK OPTION**

**A. Purpose**

To provide an employee leave sell back option as an attendance incentive.

**B. Eligible Population**

All employees that are classified as full time and that have accumulated at least 20 days of sick leave.

**C. Program Parameters**

Beginning July 1, 2016, eligible employees shall be able to sell back up to 5 days of sick leave time, twice per year, at 80% of the daily rate of pay as described below, in accordance with Florida Statute 1012.61.

**D. First Semester Sell Back Option**

Eligibility for this option includes employees that have accumulated at least 20 days of sick leave and used no more than 2 days of sick leave or personal leave during the time period of July 1<sup>st</sup> through October 31<sup>st</sup>. During the first week of November, eligible employees wishing to participate should fill out the employee leave sell back form, indicating the number of days up to a maximum of the equivalent of 1-5 days to be sold back to the district and deducted from the employee's accumulated leave. The district shall pay the employee through payroll, the amount for the days sold on the last payroll for the month of November.



## **INSTRUCTIONAL AGREEMENT ~~2019-2022~~2022-2025**

### **E. Second Semester Sell Back Option**

Eligibility for this option includes employees that have accumulated at least 20 days of sick leave and used no more than 2 days of sick leave or personal leave during the time period of November 1<sup>st</sup> through April 30<sup>th</sup>. During the second week of May, the eligible employees wishing to participate should fill out the employee leave sell back form, indicating the number of days up to a maximum of the equivalent of 1-5 days to be sold back to the district and deducted from the employee's accumulated leave. The district shall pay the employee through payroll, the amount for the days sold on the last payroll for the month of June.

### **F. Attendance Incentive Pay**

Those employees that meet sell back requirements for sell back periods shall be eligible for outstanding attendance incentive pay equal to 2 days of pay at the conclusion of the current school year.

### **G. Exempt absences that do not affect incentive eligibility**

- Temporary Duty Elsewhere
- Jury Duty
- Annual leave (12 month employees)
- Sick leave used for the death of an immediate family member
- Employees that took Board approved Family Medical Leave (FMLA) during either of the two calculation periods
- Leave for union or negotiation activities
- Worker's Compensation leave
- Situations in which administration requested an employee be on paid leave/administrative furlough for the purposes of conducting a short term investigation, which did not lead to employee discipline, would not be penalized from eligibility.
- 

### **H. Disqualifying events**

- Suspensions either paid or unpaid, would disqualify the employee from the sell back option and the bonus for the fiscal year. Employees that are completely exonerated would maintain eligibility.
- Employees that separate service, either voluntary or involuntary, during the calculation periods are not eligible.

## **ARTICLE XXVIII - 3** **DONATING SICK LEAVE**

**INSTRUCTIONAL AGREEMENT ~~2019-2022~~2022-2025**

**Donation of Sick Leave**

Transfer of sick leave to any other district employee: An employee may transfer earned sick leave to any district employee for their use in cases of injury or illness.

1. Such transfer of leave is separate from the District Sick Leave Bank.
2. Any employee who is a recipient of donated sick leave, other than a family member (spouse, child parent or sibling), must provide medical documentation from the treating physician of the illness or injury along with a written request for leave to be transferred.
3. The receiving employee must use all of their accrued sick leave before using donated sick leave.
4. Any employee who donates sick leave to another employee, other than a spouse, child, parent or sibling, must maintain a minimum of five (5) sick days in their own district account.
5. All unused transferred sick leave shall be returned to the employee who donated it.

**ARTICLE XXIX – GUARDIAN PROGRAM**

**(A) Guardian Program**

Employees that volunteer to be a part of the Aaron Feis Guardian Program shall be covered by a minimum of \$1,000,000 liability insurance at no cost to the employee/Guardian.

Employees who volunteer for the Guardian Program shall have access to grief counseling not available through the Employee Assistance Program (EAP) when such counseling is needed in relationship to their Guardian duties. This grief counseling will be at no cost to the Guardian.

Trainings related to the professional development required for the Guardian Program, and the cost of ammunition and firearms, shall be at no cost to the Guardian.

All test results related to psychological screening, will be held confidential by the Sheriff's Department to the extent authorized by law.

**(B) Employee-Guardian Use of Firearms**

**INSTRUCTIONAL AGREEMENT ~~2019-2022~~2022-2025**

Instructional personnel ~~Employees~~ who fulfill their role as a Guardian shall not be subject to discipline to by the Suwannee County School District. They shall be entitled to due process rights in accordance with the collective bargaining agreement (CBA).

In the event that an employee acts in his/her role by pulling or discharging a weapon, the employee will be placed on administrative leave in order to provide time for investigation by appropriate law enforcement agencies.

**INSTRUCTIONAL AGREEMENT ~~2019-2022~~2022-2025**

**ARTICLE XXX**  
**TERM OF AGREEMENT**

This Agreement shall be effective as of July 1, 2019~~2022~~, and shall continue in effect through June 30, 2022~~5~~. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In addition, it is expressly understood that portions of this Agreement may be opened for re-negotiations in the following manner:

1. Article XXII;
2. One (1) Article chosen by each party, if desired;
3. Items of mutual agreement; and,
4. Conditions of employment changed by Legislative action.

Re-openers shall commence between March 15th and April 1st of each year during the life of this Agreement.

**UNITED TEACHERS OF  
SUWANNEE COUNTY**

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Executive Council Member

\_\_\_\_\_  
Executive Council Member

\_\_\_\_\_  
Executive Council Member

\_\_\_\_\_  
Chief Negotiator

**SCHOOL BOARD OF  
SUWANNEE COUNTY**

\_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Chief Negotiator

**INSTRUCTIONAL AGREEMENT 2019-20222022-2025**

**INSTRUCTIONAL**

**SALARY SCHEDULE FOR 2019-2020  
GENERAL INFORMATION**

1. Employees will receive their checks in accordance with the *Agreement Between the United Teachers of Suwannee County & The School Board of Suwannee County*, Article XXII (C), Professional Compensation.
2. The Suwannee County School Board will contribute \$5,350.00 annually toward the individual coverage of all eligible employees with coverage to begin on the first day of the month following 30 days from the date of hire. Coverage will be discontinued upon the last day of the month of which employment ceases.
3. Professional Development Council Instructional members will receive \$10.00 per hour for approved special meetings. Instructional participants in PDC in-service activities will receive \$10.00 per hour. Professional Development Council Education Staff Professional members will receive ~~\$7.25~~ prevailing minimum wage per hour for approved special meetings. Education Staff Professional participants in PDC in-service activities will receive \$7.25 per hour.
4. When reimbursement comes from other counties or state sources for activities described in 3 above the total amount shall be paid.
5. Except where specified salary schedules are approved to cover full, part-time, or substitute employment, the following shall determine the rate of pay:

"All schedules that provide for extended time and/or separate hourly schedules shall be paid at a rate that is 100% of regular salary rate"

This stipulation shall be used primarily to determine the hourly rate for extension of regular hours, employment for extra assignments, and extra duty days of employment beyond the contracted period identified in the appointment or re-appointment by the school board. Salary calculations for extra assignments shall be based on the general classification of such assignments. This provision shall take effect beginning with summer school for 2003-2004.

**6. Performance Salary Schedule – Instructional Unit**

To be compliant with Florida Statute 1012.22(5), the Grandfathered Salary Schedule for Teacher & Social Worker, Appendix A, shall be the placement schedule for employees on the performance salary schedule.

- a. Effective July 1, 2014, employees on the grandfathered schedule that move to performance salary schedule, will be placed at the level consistent with their years of experience and that salary becomes their base.

**INSTRUCTIONAL AGREEMENT ~~2019-2022~~2022-2025**

- b. Effective July 1, 2015, employees on the performance salary schedule, with a complete and final 2013-2014 evaluation from Suwannee County, will receive an adjustment based upon their evaluation for effective or highly effective ratings.
- c. Effective July 1, 2015, employees on the performance salary schedule without a complete and final evaluation from Suwannee County in the prior year, will advance one level on the placement schedule.
- d. The value of effective and highly effective adjustments will be negotiated annually in accordance with Florida law.
- e. The window for opting into performance pay from the grandfathered salary schedule is agreed to occur by the end of the first semester or 30 days after the finalized evaluation, whichever is later.

## INSTRUCTIONAL

## TEACHER &amp; SOCIAL WORKER SALARY SCHEDULE 2019-2020

YEARS	BACHELORS
0	6430
1	7130
2	37830
3	38530
4	39230
5	39930
6	40630
7	41480
8	42230
9	42980
10	43730
11	44480
12	45230
13	45980
14	46730
15	47480
16	48230
17	48980
18	49730
19	50480
20	51230
21	51980
22	52730
23	53480

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Teachers on 11 (216 days) or 12 months contract will have 10% of the above 180 days salary added for each month for the remainder of the contract.

See reference to longevity supplement in the Differentiated Pay Plan.

Salary adjustment for additional training will be made in accordance with Article XXII (E) of the negotiated collective bargaining agreement.

## ADVANCED DEGREE SUPPLEMENTS

Master's Degree add \$2,310 to Bachelors

Specialist Degree add \$2,835 to Bachelors

Doctorate Degree add \$3,750 to Bachelors

## INSTRUCTIONAL

## SALARY SCHEDULE 2019-2020

## OTHER INSTRUCTIONAL PERSONNEL

(Attendance Officer, Coordinator of Student Guidance Services (RIVE/OAK), Deans, Resource Teacher Chapter I, Resource Teacher, Teacher on Special Assignment, Coordinator Comprehensive Health and Nursing Services\*, Instructional Technology Teacher.) -----

Regular Hours are 8:00 AM to 4:30 PM

YEARS BACHELOR

0	45950
1	46898
2	47841
3	48789
4	49743
5	50693
6	51640
7	52590
8	53548
9	54509
10	55479
11	56448
12	57418
13	58388
14	59358
15	60328
16	61298
17	62268
18	63238
19	64208
20	65178
21	66148
22	67118
23	68088

## ADVANCED DEGREE SUPPLEMENTS

Master's Degree add \$2,310 to Bachelors

Specialist Degree add \$2,835 to Bachelors

Doctorate Degree add \$3,750 to Bachelors

Salary adjustment for additional training will be made in accordance with Article XXII (E) of the negotiated collective bargaining agreement.

Eleven (11) months shall mean 216 duty days and shall be computed as 11/12ths of the above schedule.

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INSTRUCTIONAL

APPENDIX D

TEACHER SALARY SCHEDULE 2019-2020

TUTORS

MASTER'S DEGREE	\$12.00
BACHELOR'S DEGREE	10.59
3 YEARS OF COLLEGE EXPERIENCE	8.50
2 YEARS OF COLLEGE EXPERIENCE	prevailing minimum wage
1 YEAR OF COLLEGE EXPERIENCE	prevailing minimum wage
HIGH SCHOOL TRAINING	prevailing minimum wage

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Please refer to  
the tentatively  
agreed to  
compensation  
agreement for all  
2022-2023 salary  
schedules

SUBSTITUTES FOR PART-TIME ADULT AND  
PART-TIME VOCATIONAL INSTRUCTORS  
TEST PROCTORS

Substitutes for part-time adult, part-time vocational instructors and test proctors shall be paid \$10.50 per hour. Employees will receive their checks on the last working day of the month.

INSTRUCTIONAL  
FOR INFORMATIONAL PURPOSES ONLY \*\*

SALARY SCHEDULE 2019-2020

Substitute Teacher

High School Graduate/Associates Degree	\$8.50
Bachelor's Degree	\$10.00
Master's Degree	\$12.00
Long Term Substitute (Greater than 30 days) with BS/BA Degree or higher with Certification Issues/Holds	\$18.00
Certified Teacher (serving as Teacher-of-Record)	\$20.00

Substitute Nurse

RN	\$25.00
LPN	\$16.00

(Based on pay for seven and one quarter (7 1/4) hours daily)

\*\* The Suwannee County School Board establishes and approves the rates of pay for substitutes. These schedules are not subject to bargaining, and therefore, are not required to be negotiated.

INSTRUCTIONAL AGREEMENT ~~2019-2022~~2022-2025

SUWANNEE COUNTY SCHOOL BOARD  
DIFFERENTIATED PAY PLAN

In accordance with Florida Statute 1012.22 (1) (c) (4), beginning with the 2007-2008 academic year, the Suwannee District School Board proposes a salary schedule with differentiated pay for both instructional personnel and school-based administrators. This Differentiated Pay Plan shall be included as part of the salary schedule as required by F.S. 1012.22 and is subject to negotiation as provided in chapter 447. The differentiated pay is based on district-determined factors, including, but not limited to, additional responsibilities, school demographics, critical shortage areas, and level of job performance difficulties.

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I. SCHOOL-BASED ADMINISTRATORS

- A. Assignment to a school that earned a grade of "F" or three consecutive grades of "D" add \$500 supplement for each year, and continuing for at least 1 year following improved performance
- B. Principal's Leadership Academy Tier II \$1,000.00
- C. Certification as School Principal \$2,000.00
- D. Assignment to Title I School \$100.00
- E. Longevity Supplement for Grandfathered Principal and Administrator Salary Schedule (Line 6, Elementary and Middle School):
- |            |            |
|------------|------------|
| Step 8     | \$1,524.00 |
| Step 9     | \$1,814.00 |
| 3. Step 10 | \$1,482.00 |
| 4. Step 11 | \$1,705.00 |
- F. Longevity Supplement for Grandfathered Principal and Administrator Salary Schedule (Line 7, Suwannee High School and R/V/F/OAK):
- |            |            |
|------------|------------|
| 1. Step 7  | \$294.00   |
| 2. Step 8  | \$1,045.00 |
| 3. Step 9  | \$2,008.00 |
| 4. Step 10 | \$2,339.00 |
| 5. Step 11 | \$2,587.00 |
- G. Longevity Supplement for Grandfathered Principal and Administrator Salary Schedule (Line 3, Suwannee High School):
- |            |            |
|------------|------------|
| 1. Step 8  | \$724.00   |
| 2. Step 9  | \$1,744.00 |
| 3. Step 10 | \$2,117.00 |
| 4. Step 11 | \$2,406.00 |

## INSTRUCTIONAL AGREEMENT 2019-20222022-2025

### H. Longevity Supplement for Grandfathered Assistant Principal Salary Schedule:

1. Step 10	\$189.00
2. Step 11	\$954.00
3. Step 12	\$1,128.00
4. Step 13	\$1,228.00

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## II. INSTRUCTIONAL EMPLOYEES

A. D or F School Incentive: A non-recurring, one thousand dollar (\$1,000.00) incentive for teachers transferring to a "D" or "F" school from a higher performing school within the District. The transferring teacher must have received a very effective or outstanding performance evaluation the preceding year.

B. Department Head/Curriculum Leader/Grade Level Chair \$1,000.00

C. ESE Teacher: As Teacher or Reader or Support Facilitation for ESE Students if ESE certification is required based on student enrollment. Shall be earned by completing one extended duty day per week (8 hours) \$573.00

D. PECCS Mentor New Teacher Mentor: For satisfactorily serving as a mentor teacher. NBCTE certified teachers are ineligible for this supplement if the bonus provided to them through the National Board (Program) provides for a supplement equal to or greater than \$500. In the event funding from the Program is less than \$500, National Board certified teachers who serve as mentors will be eligible for an amount which will provide at least \$500 when combined from any amounts paid through the Program. Requires approval and documentation of required mentoring hours. \$500.00

E. Planning period Supplement: For the voluntary surrender of a teacher's planning period to serve as teacher of record for an additional period of instruction as requested by the school principal. The supplement shall be earned based on completing an additional 30 minutes per day as plan time. The supplement is based on a sixty (60) minute period of instruction during the normal duty day and shall be prorated for varying lengths of periods. Appointments shall be made based on needs of the school master schedule, and the voluntary acceptance of the teacher and shall not be subject to posting requirements. Travel will be reimbursed by the District if the teacher is assigned to both Live Oak and Branford Schools. \$3,744.00 per year; \$1,872.00 per semester, \$936.00 per nine weeks

F. Reading Supplement: A one time supplement for Reading Coaches and secondary Reading Teachers who attain the Reading Endorsement or certification in Reading

\$550.00

# INSTRUCTIONAL AGREEMENT 2019-20222022-2025

## G. Longevity Supplement for Grandfathered Teacher & Social Worker Salary Schedule (Appendix A):

1. Step 15	\$250.00
2. Step 16	\$500.00
3. Step 17	\$750.00
4. Step 18	\$1000.00
5. Step 19	\$1250.00
6. Step 20	\$1750.00
7. Step 21	\$2250.00
8. Step 22	\$2750.00
9. Step 23	\$3250.00
10. Step 24	\$4250.00

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## H. Secondary Supplements

### 1. High School and Post-Secondary

#### a. Academic Competition Sponsor

\$1,500.00

#### b. Agriculture Teacher (400-450 duty day, plus supervision of intracurricular activities including sponsorship of GFA)

\$3,300.00

#### c. Athletic Programs and Support

##### i. Athletic Director (30 teams or more) - 1 free period

\$3,800.00

##### ii. Athletic Director (less than 20 teams) - 1 free period

\$1,900.00

##### iii. Assistant Athletic Director

\$1,700.00

##### iv. Athletic Event Support Staff

(Ticket collectors, Scoreboard/clock operators, etc. (Per event. To be reimbursed by gate revenue))

\$32.00

#### d. Band

##### i. Band Director (includes supervision of intracurricular activities and requires unit participation in both concert and marching band performances and competitions)

\$3,700.00

##### ii. Band Director (includes supervision of intracurricular activities and requires unit participation in marching band performances)

\$2,900.00

##### iii. Assistant Band Director

\$1,000.00

##### iv. Dance Troupe Sponsor

\$1,000.00

# INSTRUCTIONAL AGREEMENT 2019-20222022-2025

v. Majorette Sponsor	\$1,000.00
vi. Auxiliary Sponsor	\$1,000.00
e. Baseball Coach	
i. Head Baseball	\$2,500.00
ii. Assistant Baseball	\$1,200.00
iii. Junior Varsity Baseball Coach	\$1,200.00
f. Basketball Coach	
i. Head Basketball (Boys')	\$2,500.00
ii. Assistant Basketball (Boys')	\$1,200.00
iii. Head Basketball (Girls')	\$2,500.00
iv. Assistant Basketball (Girls')	\$1,200.00
v. Junior Varsity Basketball Coach (Boys')	\$1,200.00
vi. Junior Varsity Basketball Coach (Girls')	\$1,200.00
g. Bowling	\$1,400.00
h. Cheerleader Sponsor	\$1,200.00
i. CECE/BPA Advisor	\$500.00
j. Class Sponsor	
i. Senior Class	\$1,000.00
ii. Junior Class	\$1,000.00
iii. Sophomore Class	\$750.00
iv. Freshman Class	\$750.00
k. Cross Country Coach (Girls/Boys)	\$1,400.00
l. Drama Instructor (with 2 shows)	\$1,500.00
m. Football Coach	
i. Head Football Coach (30% Spring Ball/ 70% Fall)	\$4,300.00
ii. Offensive/ Defensive Coordinator (30% Spring Ball/ 70% Fall)	\$2,500.00
iii. Football Assistant Varsity (30% Spring Ball/ 70% Fall)	\$2,200.00
iv. Football Head Junior Varsity (30% Spring Ball/ 70% Fall)	\$2,200.00
v. Junior Varsity Football Assistant (30% Spring Ball/ 70% Fall)	\$1,200.00
n. Golf Coach	
i. Golf (Boys')	\$1,400.00
ii. Golf (Girls')	\$1,400.00
o. Home Economics Teacher including supervision of intracurricular activities and sponsorship of FHS/FCCLA	\$1,000.00

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Please refer to the tentatively agreed to compensation agreement for all 2022-2023 salary schedules

INSTRUCTIONAL AGREEMENT 2019-20222022-2025

p. HOSA Advisor \$1,000.00

q. LPN Instructor including supervision of clinical assignments \$3,300.00

NPOTC Instructor including supervision of outside activities \$3,300.00

r. Signs CBA Advisor \$1,000.00

t. Soccer Coach \$2,500.00

i. Varsity Soccer (Boys) \$1,200.00

ii. Junior Varsity Soccer (Boys) \$2,500.00

iii. Varsity Soccer (Girls) \$1,200.00

iv. Junior Varsity Soccer (Girls) \$1,200.00

v. Assistant Soccer (Boys') \$1,200.00

vi. Assistant Soccer (Girls) \$1,200.00

u. Softball Coach \$2,500.00

i. Softball Head Coach \$1,200.00

ii. Assistant Softball Coach \$1,200.00

iii. Junior Varsity Softball Coach \$1,200.00

v. Swimming Coach \$1,400.00

i. Swimming Coach \$700.00

ii. Assistant Swimming Coach \$700.00

w. Track Coach \$2,500.00

i. Head Track (Boys) \$2,500.00

ii. Head Track (Girls) \$1,200.00

iii. Assistant Coach (Boys) \$1,200.00

iv. Assistant Coach (Girls) \$1,400.00

x. Tennis Coach \$2,500.00

y. Volleyball Coach \$1,200.00

i. Varsity \$1,200.00

ii. Assistant Volleyball \$1,200.00

iii. Junior Varsity volleyball Coach \$1,200.00

z. Weight Lifting Coach \$1,400.00

i. Weight Lifting (Boys') \$1,400.00

ii. Weight Lifting (Girls') \$1,400.00

aa. Wrestling Coach \$2,500.00

i. Wrestling \$1,200.00

ii. Assistant Wrestling \$1,200.00

INSTRUCTIONAL AGREEMENT 2019-20222022-2025

bb. Yearbook Sponsor \$1,200.00

cc. Flag Football Coach (Girls')

i. Head Coach

\$1,400.00

ii. Junior Varsity Coach

\$1,000.00

2. Middle School Supplements

a. Agriculture Teacher including supervision of  
intra-curricular activities including sponsorship of FFA

\$1,700.00

b. Athletic Director

\$1,500.00

c. Band Director

(Includes supervision of intra-curricular activities and requires student participation in band performances and competitions)

\$1,500.00

d. Baseball Coach

i. Baseball Coach

\$1,200.00

ii. Assistant Baseball Coach

\$750.00

e. Basketball Coach

i. Head Basketball Coach (Boys')

\$1,200.00

ii. Head Basketball Coach (Girls')

\$1,200.00

iii. Assistant Basketball Coach (Boys')

\$750.00

iv. Assistant Basketball Coach (Girls')

\$750.00

v. Boys' Intramural Basketball Coach

\$900.00

vi. Girls' Intramural Basketball Coach

\$900.00

f. Cheerleader Sponsor

\$500.00

g. Football Coach

i. Head Football Coach

\$1,750.00

ii. Assistant Football Coach

\$1,200.00

h. Soccer Coach

i. Head Soccer Coach (Girls')

\$1,200.00

ii. Head Soccer Coach (Boys')

\$1,200.00

i. Softball Coach

i. Girls' Softball Coach

\$1,200.00

ii. Assistant Softball Coach

\$750.00

j. Track Coach

\$1,200.00



# INSTRUCTIONAL AGREEMENT 2019-20222022-2025

k. Volleyball Coach	\$1,200.00
l. Wrestling Coach	\$1,200.00
m. Yearbook Sponsor	\$750.00
I. Elementary Supplements	
a. Yearbook Sponsor	\$600.00

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## III. NON-INSTRUCTIONAL DIFFERENTIATED PAY

A. CDA/FC/PC (if required for position)	\$600.00
B. Lead CDA: Shall include a 190 day contract.	\$1,200.00
C. ESE Bus Driver (out of county routes only)	12 1/2% of salary

Non-instructional personnel may also be eligible for many of the differentiated supplements listed under Section I above based on certification and other requirements for the position. However, compensation is subject to the requirements established by the Fair Labor Standards Act.

## IV. LENGTH OF CONTRACT

All Differentiated Pay supplements are for a twelve (12) month period unless indicated otherwise and include extra duties and all in-county travel except where employees are assigned to both Granford and Olive Oak schools for academic purposes. Athletic supplements are for the duration of the respective season, except high school football supplements shall be paid in two (2) separate payments, based on 30% for spring and 70% for fall to employees who are contracted for less than twelve months. In the event that a sponsor or coach fails to complete the entire season or assignment, the District will pay a prorated portion of the supplement to the employee. Supplement may be shared or split by mutual agreement of the instructional and coaches or sponsors.

Coaches and/or sponsors shall, in recognition of achievement, be given an increase in the amount of supplemental pay for participation in competition beyond scheduled events and beyond district level competition, if the duration of the supplement is extended. This increase shall include sponsors for cheerleading, band, and auxiliaries who accompany athletic teams to competitions. Such increases shall be 10% of the base supplements for each level of advanced participation except where advancement is on a basis other than total team advancement a 5% increase shall be earned if less than 50% of eligible categories advance.

## V. PART-TIME AND OTHER INSTRUCTIONAL DIFFERENTIATED PAY

The parties to this Stipulation of Agreement concur that a differentiated hourly rate schedule for full-time and part-time instructional employees may provide a long term cost savings to the district while still providing high quality instructional services to students. To implement this

**INSTRUCTIONAL AGREEMENT 2019-20222022-2025**

rate structure, the parties agree to the following:

A. There shall be established three (3) levels of hourly pay for part-time instructional positions predicated on the nature of the program to which the employee is assigned.

Level 1 -- Instructors in this level shall be paid a rate of thirteen (\$13) dollars per hour for instruction in self-sustaining or cost-recovery programs when one of the following conditions exists; no certification is required, no funding is provided by the District, no state standards have been developed for the program or the program is classified as community education. This rate shall also be paid to instructional staff writing curriculum or conducting training or workshops.

Level 2 -- These employees shall be paid a rate of twenty-two dollars and eighty-five cents (\$22.85) per hour or 100% of their hourly rate if employed by Suwannee County School Board full time, whichever is the greater, if they are assigned to (a) programs funded through Workforce Development that require teacher certification, (b) adult education or credit-retrieval courses or (c) substance counselors assigned to Workforce Development programs.

Level 3 -- Employees at Level 3 shall receive a rate of pay ranging from thirty-five dollars (\$35) per hour or 100% of their hourly rate if employed by Suwannee County School Board full time, whichever is the greater, for assignments in high skill/high wage Workforce Development funded programs in critical need areas that require teacher certification and highly specialized skills or expertise.

B. The classification of programs as Level 3 shall be determined by a committee including the president of JSC or designee, Director of Career and Technical Education, RIV (ROAR) Technical College Principal and Night School Coordinator, advisory committee representatives and other administrative staff. Approved programs in this level include, but are not limited to, health-related occupations, training, computer programming, and precision machining.

Programs in Level 3 will be reviewed annually for continued eligibility. The application and approval process will be ongoing.

D. Adjustments in hourly rates of pay for programs other than those specifically stated in this stipulation shall require mutual agreement between the parties.

VI. WELLNESS INITIATIVE COORDINATOR \$1000.00  
(To be paid from the Wellness Initiative Fund)

APPENDIX I

CONTINUING MEMBERSHIP AUTHORIZATION FORM

PAYROLL DEDUCTION FORM

I hereby authorize that my membership in the United Teachers of Suwannee County be considered as continuing for this and future years unless and until written notification and dissolution of this agreement is given by me in the manner prescribed below. I further authorize that any increase in UTSC dues that may from time to time occur be automatically applied to my payroll deduction payments as agreed between the United Teachers of Suwannee County and the School Board, provided that notification of such increase will be given me by the United Teachers of Suwannee County one month prior to the beginning of said change.

Should I desire to drop any of these memberships at some future date I agree to notify the business office of the school district and the president of the United Teachers of Suwannee County.

I understand that the United Teachers of Suwannee County will notify the business office of the amount of dues for each school year and of any change that might occur during that year.

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

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

**OFFICIAL GRIEVANCE FORM**

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

School: \_\_\_\_\_ Assignment: \_\_\_\_\_

Home Address: \_\_\_\_\_

**LEVEL I**

A. Date Cause of Grievance Occurred:

\_\_\_\_\_

B. Relates to Article(s): \_\_\_\_\_ of Contract or Policy \_\_\_\_\_

C. State of Grievance occurred:

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

D. Relief Sought:

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

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

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

E. Disposition by Principal or other Immediate Supervisor:

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

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

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

1 copy to immediate supervisor  
1 copy to Union  
1 copy to grievant

**OFFICIAL GRIEVANCE FORM**

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

School: \_\_\_\_\_ Assignment: \_\_\_\_\_

Home Address: \_\_\_\_\_

**LEVEL II**

F. Date Cause of Grievance Occurred:

\_\_\_\_\_

G. Relates to Article(s): \_\_\_\_\_ of Contract or Policy \_\_\_\_\_

H. State of Grievance:

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

I. Relief Sought:

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

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

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

J. Disposition by Principal or other Immediate Supervisor:

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

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

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

1 copy to Superintendent

1 copy to Union

1 copy to grievant

**OFFICIAL GRIEVANCE FORM**

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

School: \_\_\_\_\_ Assignment: \_\_\_\_\_

Home Address: \_\_\_\_\_

**LEVEL III**

K. Date Cause of Grievance Occurred:

\_\_\_\_\_

L. Relates to Article(s): \_\_\_\_\_ of Contract or Policy \_\_\_\_\_

M. State of Grievance:

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

N. Relief Sought:

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

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

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

O. Disposition by Principal or other Immediate Supervisor:

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

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

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

1 copy to Board  
1 copy to Union  
1 copy to grievant

**OFFICIAL GRIEVANCE FORM**

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

School: \_\_\_\_\_ Assignment: \_\_\_\_\_

Home Address: \_\_\_\_\_

**LEVEL IV**

P. Date Cause of Grievance Occurred:

\_\_\_\_\_

Q. Relates to Article(s): \_\_\_\_\_ of Contract or Policy \_\_\_\_\_

R. State of Grievance:

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

S. Relief Sought:

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

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

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

T. Disposition by Principal or other Immediate Supervisor:

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

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

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

1 copy to arbitrator  
1 copy to Union  
1 copy to grievant

**Notice from the UTSC to All Bargaining Unit Members\***

The rights and benefits of this Agreement were negotiated to improve the working conditions and employment status of the instructional personnel in the Suwannee County School System. Should a violation of this Agreement occur, the United Teachers of Suwannee County, Instructional Chapter, Local #3165, American Federation of Teachers, AFL-CIO, Florida Education Association/United should be notified immediately. Members of the United Teachers of Suwannee County, Instructional Chapter, will be fully represented and assisted in the resolution of any grievance. Pursuant to the provisions of the Florida Collective Bargaining Law, Chapter 447, Florida Statutes, **Non-Members** will not be assisted or represented by the United Teachers of Suwannee County, Instructional Chapter, in any contract violations, employment condition or status dispute or unfair labor practice.

\*This notice is a notice from the United Teachers of Suwannee County and is not a negotiated part of this Agreement.



EDUCATION STAFF PROFESSIONAL ~~2019-2022~~ 2022-2025

PREAMBLE

This Agreement, entered into this 13th day of ~~August~~ May, ~~2019~~ 2022, between the School Board of Suwannee County, Florida, hereinafter called the "Board" and the United Teachers of Suwannee County, hereinafter called the "Union."

WITNESSETH

WHEREAS, pursuant to legal requirements in Chapter 447 of Florida Statutes, the Board and the Union have agreed to negotiate in good faith, with the Union as the exclusive representative of the public employees within the ESP/Non-instructional Chapter of the United Teachers of Suwannee County, as determined by the Public Employees Relations Commission, hereinafter referred to as PERC, to bargain collectively in the determination of wages, hours and terms and conditions of employment and now, having reached agreement on such matters, desire to execute this contract covering such agreement, and

WHEREAS, the parties have reached understandings which they desire to confirm in this Agreement,

It is hereby agreed as follows:

ARTICLE I  
RECOGNITION

- (A) The Board hereby recognizes the Union as the sole and exclusive bargaining representative, for the duration of the Agreement, for all public employees within the ESP/Non-instructional Chapter of the United Teachers of Suwannee County, as determined by PERC as of the date of this Agreement, who are under contract for the current year.

The term "employee" when used hereinafter in this Agreement shall refer to all public employees within the ESP/Non-instructional Chapter of the United Teachers of Suwannee County as determined by PERC as of the date of this Agreement.

- (B) This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to the terms of this Agreement except no item in this Agreement shall be in conflict with State or Federal laws, rules, regulations or practices.
- (C) The Board agrees that it will not, during the period of this Agreement, officially adopt nor implement any term or condition of employment in conflict with this Agreement, except where such terms and conditions are the result of State or Federal laws or rules. State or Federal laws or rules shall supersede this agreement at all times. However, the remaining provisions of the Agreement shall remain in full force and effect for the duration of this Agreement if not affected by the State or Federal law or rule.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

The Board shall have and retain the right to manage the operation of the public school system of Suwannee County, Florida, in accord with the duties, rights, discretion, obligations, privileges and functions conferred upon the Board by the laws of the State of Florida and the rules, regulations and guidelines enacted or adopted by the appropriate agency of the State of Florida charged with the implementation or enforcement of such laws, rules, regulations and guidelines. The Board shall have those management rights heretofore reserved to or exercised by the Board, to the extent that such rights do not conflict with the provisions of this Agreement. The Board shall have, without limitations by enumeration, the right to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons; to determine the purpose and functions of each of its constituent schools, departments, divisions or agencies; provided, however, that nothing herein shall be construed to preclude employees or their representatives from raising grievances in the manner provided in this Agreement.

**ARTICLE III**  
**UNION RIGHTS**

- (A) The Board hereby agrees that employees of the Board shall have the right to freely organize, join and support the Union, or to refrain from such activity, to engage in concerted lawful activities for the purpose of collective bargaining or other mutual aid or protection. The Board and the Union undertake and agree that neither will directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by this Agreement, Laws of Florida or the Constitutions of Florida and the United States; that neither will discriminate against any employee with respect to wages, hours and terms and conditions of employment by reason of his or her membership or non-membership in the Union, his or her participation or non-participation in any lawful activities of the Union or collective bargaining with the Board, or his or her institution of any grievance filed in accordance with this Agreement.
- (B) Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deductions of membership dues and uniform assessments in the Union. Such authorization shall continue in effect from year to year thereafter unless revoked, in writing, with notice to both the Union and the Board. In such instances the deduction of dues shall end with the pay period which occurs thirty (30) days after receipt of the notice of revocation by both parties. Pursuant to such authorization, the Board shall deduct such sum as authorized in equal payments, from each remaining check, from the employee's regular salary check beginning with the salary check received by the employee on the second pay period following the date of authorization. The deduction will be remitted to the Union twice monthly. Upon termination of the employee's employment, the Board shall deduct only the monthly authorization and that amount only if salary due will be in excess of such monthly authorization.

**EDUCATION STAFF PROFESSIONAL 2019-20222022-2025**

- (C) The Union and its representatives shall have the right to use school facilities and equipment, including ~~typewriters, mimeographing machines, other duplicating equipment, calculating and computing machines, computers, and~~ inter-communication systems and audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Such use shall require approval of the supervisor and shall be used at the school or job site during normal working hours and at a time other than the duty time of the employees using said equipment or system, except use of facilities may be arranged with the supervisor of the school or job site at a time other than normal operating hours of the facility if the Union pays the cost of facility supervision in addition to other rental fees as adopted by the Board. The Union shall pay for the actual cost of all materials and supplies incidental to such use. Any damages to the above items must be adjusted to the satisfaction of the school principal before any further use can be approved.
- (D) The Union shall have the right to post notices of activities and matters of Union concern on commonly used bulletin boards, at least one of which shall be provided in each school or job site. The school principal or job site supervisor shall either provide space on the commonly used bulletin board or make provisions for space for the Union on a centrally located bulletin board. The Union shall have the right to use the school system courier service, including teacher mail boxes and email, for communications. Posting notices on bulletin boards and putting items in teacher mail boxes shall be the exclusive responsibility of the Union and shall take place at times other than duty time of the individual performing such activities, ~~and all information shall be presented to the school principal or job site supervisor, or his or her designee, for review before distribution.~~
- (E) Duly authorized representatives of the Union shall be permitted to transact official Union business on school property. Such activities shall take place at times other than duty time of employees involved and shall be cleared, in advance, with the site administrator or his/her designee. ~~The Union representative shall make his/her presence known to the supervisor in advance of such occurrence.~~
- (F) The Board agrees to furnish the Union, in response to requests in a manner prescribed by the Superintendent, available information, such information restricted to Chapter 119, Florida Statutes, concerning financial resources and conditions of the school district, including, but not limited to: annual financial reports and audits; register of certified personnel; tentative budgetary proposals, presented in writing to the Board; agendas, minutes and all supporting papers of Board meetings, presented in writing to individual members; treasurer's report, census and membership and attendance data, names and addresses of all employees, salaries paid thereto and educational background and years of experience thereof; pupil enrollment, membership and attendance data, and other such information upon which the Superintendent and the Union shall jointly agree.
- (G) The Board shall, whenever appropriate, place as the first item on the agenda of each regular Board meeting, any matters submitted by the Union so long as those matters are made known to the Superintendent's office nine (9) calendar days prior to said meeting.

**EDUCATION STAFF PROFESSIONAL ~~2019-2022~~2022-2025**

Employees appearing before the Board during consideration of any item shall be released from duty only for consideration of that item.

- (H) When it is necessary, as approved by the Superintendent, for the Union President and/or his/her designee to engage in Union activities directly relating to the Union's duties as representative of the employees which cannot be performed other than during normal school hours, or are the result of an emergency situation, the Union's representative shall be given such time without loss of pay, as is necessary to perform any such activities.
- (I) The Board agrees to provide Paid Annual Leave of Absence to one (1) elected officer of the Union to engage in Union activities directly related to the Union's duties as the Certified representative of the employees covered by this Agreement or to work for the Florida Education Association, National Education Association, or for the American Federation of Teachers.

All costs associated with such leave shall be forwarded by the Union to the Board in advance on a quarterly basis. The costs shall include the salary as provided for on the appropriate salary schedule, the required contribution by the Board to the Florida Retirement System, the Board's and the employee's portion of any required Social Security payments, an amount equal to the Board's contribution for the full cost of health and dental insurance and any other costs normally associated with the Board's financial responsibility to an individual employee, including, but not limited to, Unemployment Compensation Insurance, Workman's Compensation Insurance, etc.

The employee so released shall continue to be an employee of the Board and shall advance annually on the appropriate step of the salary schedule for any and each year so released to serve in the capacity of the Union's released time representative. There shall be no loss of seniority or any other right available to the employee under the law or terms of this Agreement because of such Paid Leave of Absence.

- (J) The non-Suwannee County school related employee Union representatives shall be allowed to visit places of employment or investigate working conditions, employee complaints, problems or for other purposes, relating to Union affairs, provided such visits do not interrupt the employee's assigned duties; and provided that the Union representatives shall make their presence known to the ~~proper official~~ site administrator or his/her designee upon entering the building or job site.
- (K) The Board will provide an orientation for all employees new to Suwannee County, including new hire orientation and/or onboarding through Human Resources.
- (L) At the conclusion of each staff meeting the Union representative will be given the opportunity to present brief Union reports and announcements. It is expressly understood that no person is required to stay for this part of the meeting.
- (M) The Board agrees to furnish the Union, when prepared, a copy of the names, addresses, classification titles, and work location of all employees in the bargaining unit.

**ARTICLE IV**  
**EMPLOYEE RIGHTS**

- (A) Nothing contained herein shall be construed to deny to any employee rights he or she has under Florida School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere. Nothing contained herein shall be construed to deny, impair, restrict or diminish any of the mandatory or discretionary functions, duties or obligations the Board may have, or may hereafter acquire, under the Constitution and laws of the United States and the State of Florida. Nothing contained herein shall be construed to allow the Board to use its discretionary powers to alter the terms of this Agreement by changing, adding to, or subtracting from the specific written items of this Agreement, except the Board shall retain all discretionary powers to alter this Agreement as given in Chapter 447 of Florida Statutes.
- (B) The provisions of this Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex or marital status.
- (C) Upon written authorization from the employee, the Board shall deduct from the salary of the employee and make appropriate remittance for the credit union, board approved annuities, plans of programs jointly authorized by the Union and the Board, and other plans approved by the Board.
- (D) With respect to all sums deducted by the Board pursuant to authorization by the employee, the Board agrees to promptly disburse said sums based upon procedures outlined in this Agreement or to be agreed to by the Superintendent and the Union.
- (E) The Board agrees to ~~place in the mails~~provide W-2 forms ~~for distribution to employees on or before January 31st in accordance with the IRS due date annually.~~
- (F) Each employee has the right to review his/her own personnel file under the direct supervision of the ~~Personnel Director~~Director of Human Resources or his/her designee.

**ARTICLE V**  
**NEGOTIATIONS PROCEDURE**

- (A) ~~Representatives of the Board and Union's Bargaining Teams will meet during the regular school year at a time convenient to both parties for the purpose of reviewing the administration of this Agreement. These meetings are not intended to bypass the negotiations or grievance procedures. Further, each party will submit to the other, at~~

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least twenty-four (24) hours prior to the meeting, an agenda covering what they wish to discuss.

(A)

(B)

(C)(B) If either party desires to modify, amend or terminate this Agreement for the year(s) following the end of this Agreement, a written notice must be submitted to the other party prior to March 15 of the year in which the Agreement expires. If such notice is given, negotiations shall be initiated on or before April 1.

(D)(C) In any negotiations described in this Agreement, neither party shall have any control over the selection of the bargaining representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of those voting of the employees in the bargaining unit. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations. Throughout negotiations, all tentative agreements may be signed by representatives designated by each party. There shall be one (1) signed copy of any final agreement.

(E)(D) During the course of any negotiations described in this Article, the parties mutually pledge that such negotiations shall be conducted in good faith. If, at any time during the process of negotiations, both parties mutually agree that the differences of positions are so serious that further negotiations seem impossible of producing a satisfactory agreement, they may invoke the impasse machinery procedures as set forth in Chapter 447, F.S.

Section 1: Impasse Procedure: In the event that an impasse is reached during the course of negotiations, the Board and Union agree to mediation as a means of attempting resolution of the item or items in dispute. The initial recourse shall be to petition PERC for a mediator. In the event that a solution cannot be reached through mediation, by mutual agreement of both parties, the impasse shall then be submitted to a special master under PERC guidelines.

(F)(E) Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or a result of state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to comply with the state or federal legislation, the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.

(G) Copies of this signed Agreement titled "Agreement Between the Education Staff Professionals of the United Teachers of Suwannee County and the School Board of Suwannee County" shall be ~~printed and with the cost of such printing shared equally by the Board and the Union~~ made available via the School Board of Suwannee County website within thirty (30) days after the Agreement is signed and shall be presented to all ~~employees currently employed and hereafter employed.~~ Upon employee request, printed contracts will be provided at their worksite by their worksite administrator. Initial A printing shall include 300 of 100 copies shall be made and the cost of such printing

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shall be shared equally by the Board and the Union, with 25-50 copies reserved for employees, 25 copies reserved for the Union and 25 copies reserved for the Board. ~~Either the Union or the Board may request additional copies of the initial printing, with such copies to be paid for by the requesting party.~~

(H)(F)

**ARTICLE VI**  
**GRIEVANCE PROCEDURE**

- (A) Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise affecting the wages, hours, terms and conditions of employment for the employees. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.
- (B) Definitions:
1. The term "grievance" shall mean a written allegation by a grievant that a violation of any kind or character exists arising out of the interpretation or application of the terms of this Agreement.
  2. The term "grievant" shall mean an employee or group of employees or the Union filing a grievance.
  3. The term "employer" shall mean the School Board.
  4. The term "days" shall mean working days.
- (C) Time Limits: Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is to be considered the maximum and every effort should be made to expedite the process before the deadlines are reached. Time limits may, however, be extended by mutual written agreement between the Union and the Superintendent.
- (D) End of Year Grievances: In the event that a grievance is filed at such time that it cannot be processed through all of the steps in the grievance procedure by the end of the ~~institution's school district's~~ fiscal year, and if left unresolved until the beginning of the next year, could result in irreparable harm to the grievant or Union, the time limits set forth herein should be reduced so that the grievance procedure may be exhausted prior to the end of the ~~institution's district's~~ fiscal year or as soon thereafter as possible.
- (E) Released Time: Grievances will ordinarily be processed at times other than normal duty hours for any employee involved.

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(F) Filing: Within forty-five (45) days following knowledge of the act or condition, or event giving rise to the grievance, or the date when the act, condition, or event should have reasonably been known, or prior to the end of the fiscal year, whichever is earlier, which is the basis for the grievance, or prior to the end of the fiscal year (whichever occurs first), the grievant may file a grievance, with the immediate supervisor or designated representative. The act, condition, or event is the actual date of the harm to the employee.

(G) Representation: All employees shall have the right of Union representation at each step of the grievance procedure. No grievant shall be required to discuss any grievance if the Union representative is not present, and the presence of such Union representative has been requested.

Any individual employee or group of employees shall have the right at any time, other than the employee's normal duty hours, to present grievances to the designated representatives of the Board and to have such adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the Agreement, and the Union has been given the opportunity to be present and make statements at such adjustment. Copies of the employer's decisions given at any step of the grievance procedure shall be speedily delivered to the Union. ~~No grievance shall be submitted to arbitration without consent of, and representation by, the Union.~~

A grievant shall not be represented by any person who might be required to take action, or against whom action might be taken, in order to adjust the grievance, or by a representative of any other employee organization.

(H) Informal Discussion: In the event that an individual employee believes there is a basis for a grievance, the first step in the procedure is for that individual to discuss the alleged grievance with the immediate supervisor or designated representative, either personally, or accompanied by the Union's representative. This does not preclude the employee from talking to the Union representative prior to the first step of the grievance procedure.

(I) Level One: If, as a result of the informal discussion with the immediate supervisor or designated representative, a grievance still exists, the grievant may invoke the formal grievance procedure on a form signed by the grievant and a representative of the Union. A copy of the grievance form shall be delivered to the immediate supervisor or designated representative, who shall have five days after receipt of the grievance in which to hold a conference with the grievant and to give a written decision.

(J) Level Two: If the grievance is not settled to the grievant's satisfaction, or if a written decision is not submitted within the designated time limit at Level One, the grievant may move the grievance to Level Two by written notice to the Superintendent or designated representative. The Superintendent, or the designated representative, shall have ten (10) days after receipt of the grievance in which to hold a conference with the grievant and to give a written decision.



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- (K) Level Three: If the grievance is not solved at Level Two to the grievant's satisfaction, or if a written decision is not submitted within the designated time limits of Level Two, the grievant may move the grievance to Level Three by written notice to the Board. The Board shall have fifteen (15) days after receipt of the grievance in which to hold a hearing with the grievant and to give a written decision.
- (L) Level Four: If the grievance is not solved at Level Three to the grievant's satisfaction, or if a written decision is not submitted within the designated time limits of Level Three, the grievant may move the grievance to arbitration. If a grievance is moved to Level Four, the Union shall petition AAA for a list of three (3) qualified arbitrators. Upon receipt of the list, the Superintendent and the Union shall each strike one name from the AAA list. The arbitrator shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue a decision not later than thirty (30) days from the date of the close of the hearings or final submissions. If the question of arbitrability is raised by the Board, the question shall be determined in the first instance by the arbitrator. The arbitrator's decision shall be in writing and shall set forth findings of facts, reasoning and conclusions on the issues submitted unless either the Union or the Board should request an expedited decision. The decision of the arbitrator shall be submitted to the Board and the Union and shall be final and binding upon the parties.
- (M) Cost: The cost of the services of the arbitrator, including per diem expenses, if any, and actual necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Union; however, if the grievant chooses to take the grievance to arbitration without the consent of the Union, the grievant shall absorb all cost.
- (N) No Reprisals: No reprisals shall be invoked against any employee for processing a grievance or participating as described in this Agreement. No documents of any kind or form pertaining to the initiation, processing or settlement of any grievance whatsoever shall be placed in the personnel file of any employee.
- (O) Copies of employer decisions at all levels will be forwarded to the Union by Registered Mail or delivered in person in any grievance whatsoever, the same day it is delivered to the employee. No grievance may be submitted to arbitration without the knowledge of, and/or representation by, the Union.
- (P) Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed until resolution.

**ARTICLE VII**  
**GENERAL EMPLOYMENT PRACTICES**

- (A) Marital status, race, creed, religion, color, sex, age, national origin or number of years working experience, except such years of working experience is a requirement for the job, shall not be made a condition of employment.

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- (B) The Board may require physical and/or psychiatric tests or examinations, and may select the physician or psychiatrist as prerequisites of initial employment, with the costs for such tests or examinations to be borne by the employee or prospective employee. Additional agreements are:
1. The cost of all physical and psychiatric tests or examinations taken by the employee at the request or order of the School Board or its designee, except those examinations or tests which are prerequisites of initial employment, shall be borne by the Board.
  2. At all times the choice from among State Licensed Physicians and Psychiatrists shall be made by the employee from a list of not less than five (5) names provided by the School Board. No employee shall be compelled to submit to any test or examination without a written statement of the need for such examination from the Board.
  3. An employee shall have the right to seek an additional opinion or judgment from among State Licensed Physicians or Psychiatrists of the employee's choosing. The cost shall be borne by the employee and shall be completed without undue or unreasonable delay, but in no event later than twenty-one (21) days after the receipt of the report by the employee of the School Board requested examination. When this option is exercised, the additional opinion shall be attached to any other medical opinions under consideration with respect to disciplinary action against the employee.
  4. The report(s) of the examination(s) completed pursuant to this contract shall be placed in the employee's personnel file.
- (C) The Board agrees to employee substitutes for Lunchroom Workers, Bus Drivers (except during the summer), and other positions as deemed necessary by the immediate supervisor.
- (D) The Board shall make available in each school/job site two (2) restrooms and lavatory facilities (one (1) male and (1) female) for employees' use, and at least one (1) room, which shall be reserved for use as an employee lounge. These may be shared facilities with teacher personnel.
- (E) A telephone for employees' use shall be installed in the employee lounge of each school/job site. The cost of this installation shall be borne by the Board. This telephone may be a shared telephone with instructional personnel.
- (F) Off-street parking facilities for employees shall be provided, and properly maintained, at each school/job site.
- (G) Employee participation in activities other than in-service and those on the extra-assignment schedule, beyond the normal duty day, shall be voluntary.

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~~(H)~~ Profits from vending machines shall be placed in the School Internal Accounts, and shall be expended as determined by the site administrator and/or his/her designee (i.e. sunshine committee).

~~(H)~~ Profits from Vending Machines in employee lounges shall be placed in the School Internal Accounts, and shall be expended as determined by a committee consisting of members selected by the Union and representatives of all employees using such vending machines.

~~(I)~~ No action shall be taken against an employee on the basis of a complaint by a parent, student, or other individual unless a copy of the complaint is given to the employee. The employee may discuss the complaint with the supervisor, with Union representation, if provided twenty-four (24) notice is given, desired,

~~(I)~~

~~(K)(J)~~ The Board agrees that no employee shall be required to participate in any sales promotion or solicitation. Employee involvement in promotional and solicitation activities of non-profit, charitable organizations may be permitted.

~~(L)(K)~~ All employees shall sign in and out during their normal duty day. Anytime an employee leaves before the end of their duty day he/she must get the supervisor's permission to sign out early. All employees at a job site, within an employee classification, shall be treated equally in this matter.

~~(M)(L)~~ School-related Education support personnel will be notified in writing by May 1<sup>st</sup>, if they will not be recommended back for the next school year.

~~(N)(M)~~ All openings shall be posted by the Superintendent and/or his/her designee. Notices shall include job description, effective date of vacancy, and deadline for filing of the application. Any qualified person may apply and all applications will be given consideration.

**ARTICLE VIII**  
**WORKING CONDITIONS**

(A) The Board agrees to provide each employee, within the Budget restrictions, with the necessary supplies and equipment.

~~(B)~~ Employees may leave their assigned duty station upon approval of the appropriate supervisor, with such approval based on personal needs which cannot be met at other times, and further that such approval shall be covered by compensatory time earned at the request of the immediate supervisor. A timely leave form shall be filed by the employee. ~~Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which may be a danger to their health or welfare. Safety~~

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equipment and devices provided by the Board for employee use shall meet standards required by law and regulation.

(C)(B)

(D)(C) Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which may be a danger to their health or welfare. Safety equipment and devices provided by the Board for employee use shall meet standards required by law and regulation.

(E)(D) When students are not in attendance, employees may be given access to the building/job site by arranging such access with the principal or other appropriate supervisor.

(F)(E) All newly hired or reassigned employees shall be provided an orientation period by their immediate supervisor and a copy of job classification prior to officially assuming their employment duties and responsibilities.

(F) The hours of employment of employees covered by this Agreement shall be established by the Board; ~~will be between the hours of 7:00 A.M. and 5:00 P.M.; and shall be 8 ½~~ consecutive hours, including a thirty (30) minute nonpaid duty-free lunch, unless indicated otherwise below.

On the last duty day of the week, an employee's workday shall end fifteen (15) minutes early provided the employee's regular workday is six (6) or more hours per day. Where the work schedule does not permit employees to leave fifteen (15) minutes early, flexibility shall be given to the worksite supervisor to allow employees to begin the duty day fifteen (15) minutes later than the regular schedule in order to provide supervision. Through mutual agreement, the supervisor may establish a flexible schedule for an individual employee to meet the needs of the district and specific site or department.

<u>Position</u>	<u>Hours per day</u>	<u>Work Day Hours</u>
<u>1. Account Clerks</u>	<u>8 ½ hours</u>	<u>7:00 A.M. – 5:00 P.M.</u>
<u>2. Paraprofessionals</u>	<u>7 ½ hours</u>	<u>Match instructional day @ school, except special needs</u>
<u>3. Bookkeepers</u>	<u>8 ½ hours</u>	<u>7:00 A.M. – 5:00 P.M.</u>
<u>4. Bus Drivers and attendants</u>	<u>4 ½ hours</u>	<u>Varies</u>
<u>5. Clerks</u>	<u>8 ½ hours</u>	<u>7:00 A.M. – 5:00 P.M.</u>
<u>6. Custodians</u>	<u>8 ½ hours</u>	<u>6:00 A.M. – 9:00 P.M.</u>
<u>7. Food Service Personnel</u>	<u>3 to 8 hours</u>	<u>5:00 A.M. – 3:00 P.M.</u>

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<u>8. Maintenance / IT Personnel</u>	<u>8 ½ hours</u>	<u>Varies</u>
<u>9. Mechanics</u>	<u>8 ½ hours</u>	<u>Varies</u>
<u>10. Nurse</u>	<u>7 ½ hours</u>	<u>Match instructional day @ school</u>
<u>11. Secretarial Personnel</u>	<u>8 ½ hours</u>	<u>7:00 A.M. – 5:00 P.M. or as scheduled by immediate supervisor</u>

12. Security Officers      40 hours per week      Varies

1. ~~Account Clerks – 8:00 A.M. – 4:30 P.M.~~
2. ~~Paraprofessional – Match instructional day @ school, except for special needs~~
3. ~~Bookkeepers – As scheduled by immediate supervisor~~
3. ~~Bus Drivers – As scheduled by immediate supervisor~~
3. ~~Clerks – As scheduled by immediate supervisor~~
3. ~~Custodians – Eight (8) hours as scheduled~~
3. ~~Food Service Personnel – As scheduled~~
3. ~~Maintenance Personnel – Eight (8) hours as scheduled~~
3. ~~Mechanics – Eight (8) hours as scheduled~~
3. ~~Nurse – Match instructional day @ school~~
3. ~~Secretarial Personnel – 8:00 A.M. – 4:30 P.M., or as scheduled by immediate supervisor~~
4. ~~Security Officers – Forty (40) hours per week as scheduled~~

(G) Duty free meal periods of thirty (30) minutes shall be scheduled for employees if their employment is for four (4) consecutive hours or more. These schedules for any employee shall be arranged to allow for a thirty (30) minute meal break if their duties are scheduled for two (2) consecutive hours prior to 7:00 A.M., Noon, or 6:00 P.M. Relief periods shall be considered as consecutive work time for the purpose of calculating the scheduling of duty free meal periods.

(H) Employees shall not be scheduled for work activities beyond forty (40) hours per week. In the event that an emergency situation occurs which requires the assignment of hours

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beyond forty (40) hours, any compensation earned shall be at one and one-half (1.5) times the normal hourly rate. If weekend work is scheduled which is not part of the normal weekly work schedule, such work shall be assigned on a rotating basis whenever possible. Where practicable, the employee's wishes shall be considered.

Any work-time work, which is necessary, shall be scheduled taking into consideration the wishes of all potentially affected employees and it shall be assigned on as equitable basis as possible. Compensatory time may be granted in lieu of overtime pay at the employee's request and must be used within next bi-weekly payroll period.

All employees shall be provided a fifteen (15) minute relief period in each four hours of employment. This shall be in addition to the duty free lunch. Any employee working for four (4) hours before 1:00 P.M. has thirty (30) minutes for lunch.

- (I) An employee shall not be required to transport students in his/her personal vehicle except in extreme cases.
- (J) Clerical/Secretarial personnel shall not be required to perform the duties of a substitute teacher except in an emergency situation for a period of short duration.
- (K) All employees shall receive a copy of their job description when requested from their immediate supervisor.
- (L) Selection of drivers for field trips and extra-curricular activities:
  - 1. Priority for selecting bus drivers for a field trip or extra-curricular activity shall be:
    - a. Regularly employed certified bus drivers.
    - b. Any other licensed individual employed by the Board.
  - 2. The selection list of eligible drivers shall be developed in the following manner:
    - a. Drivers who want to participate in taking trips may sign up once a school year at the beginning of the year in-service and must have at least one (1) year experience driving a school bus.
    - b. Every regular driver, who has signed up for field trips, **MUST** be present at each trip meeting.
    - c. Drivers who miss three (3) trip meetings without a valid excuse will be excluded from the trip list and unable to take trips for the remainder of that school calendar year.

Valid excuses are:

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- i. Already on a previously assigned trip,
  - ii. Approved leave,
  - iii. Sickness,
  - iv. Safety considerations,
  - v. Involved in activity to improve driving or academic skills.
- d. Other agreements are as follows:
- i. All eligible drivers shall be required to take two (2) trips per month to stay on the trip list (providing there are enough trips that month to accommodate this provision).
  - ii. Trips will be "chosen" from a list of trips on a rotation basis from a list of eligible drivers formed from a list of drivers who signed up for trips at the beginning of the year. The list to be based on seniority (from the original formation of the field trip list).
  - iii. Drivers who during trip selection find that they cannot or do not want the trip selected will not be allowed to "exchange" it for another trip but must give it back to the list and wait for their name to come around again.
  - iv. Drivers will not be allowed to trade trips. Should a problem arise and they are unable to take the trip that they selected, the trip must be surrendered for the next eligible driver.
  - v. Drivers who accept a field trip and later must decline the trip due to a valid excuse as outlined in Article VIII (L)2.(c) must notify the Operations Manager during work hours at least one (1) day prior to the trip. Except for emergency cancellations, those drivers who do not give adequate notice will be removed from the trip list for two (2) weeks.
  - vi. Other licensed individuals employed by the Board shall be eligible to drive routes for field trips and extra-curricular activities when the availability of regular drivers does not provide for being able to accommodate route schedules. Coaches other than the coach/sponsor of that sport/activity, shall be given first priority for such trips. The rate of pay for such driving time will be at the negotiated rate as for field trips.
- e. Drivers who have had a trip cancelled will be given first choice of the following week's trips. Drivers for whom substitute drivers have been

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employed will not be charged two hours driving time if the trip is cancelled. Except for emergency cancellations, drivers who have not been given a minimum of 90 minutes notice of a trip cancellation during a weekend or school holiday will be paid two hours waiting time. Except for emergency cancellations, drivers who have not been given a minimum of 60 minutes notice of a trip cancellation during the week will be paid one (1) hour waiting time.

- f. Drivers who take trips with a return time of 1:00 at night will not drive the next morning route. Drivers will be charged two hours at the trip driving rate, or supervising time if all trip driving time has been used, for missing their morning route.
- g. If no driver desires to accept the field trip appointment, then the next priority category shall be contacted.
- h. Other school personnel may only be considered when no regular driver accepts the appointment.
- i. All drivers shall have a least twenty-four (24) hour notice of any field trip or extra-curricular trip, except in emergencies.

3. Compensation for extra-curricular and field trips shall be:

- a. Drivers of field trips will be compensated beginning at the time they report, pursuant to the time requested to report at the site of the field trip: ~~\$13.50~~ prevailing minimum wage per hour of driving time and for assigned supervision time.
- b. The Driver shall be given Temporary Duty Elsewhere for the days he/she is gone on the trip; however, the Driver will have two (2) hours driving time subtracted from the trip compensation for each half day missed from their regular route. If there are not enough hours driving time, the remaining hours shall be subtracted from supervisory time; however, in no case, shall more hours be subtracted than claimed on any trip. The Driver will be given per-diem and expenses as prescribed by the State.
- c. A form shall be filled out by the Driver and signed by the Teacher/Administrator that chaperoned the trip. The form shall contain the time the driver arrived at the point of departure, the time the bus departed, the time the driver was able to leave the bus at the completion of the trip and a log of supervisory and driving time. The Driver will keep one (1) copy of the form, the supervisor of the trip will keep one (1) copy and the Transportation Director will receive one (1) copy from the Driver.
- d. The Driver shall be paid by the Board.

Commented [VM1]: Prevailing minimum wage



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4. The assignment of duties on the field trip shall be as follows:
  - a. Teachers and/or administrators shall determine the scope of the trip (i.e. destination, departure time, return time, and any subsidiary activities), general student supervision, assure cleanliness of the bus throughout the trip and make sure the bus returns in the same condition as when it departed, request assistance from the driver(s) in supervision of the students.
  - b. Bus drivers shall be in charge of the bus at all times while it is in motion. The bus driver shall oversee the conduct of the students and bus cleanliness, shall determine if the vehicle is safe and/or secure and that the bus has sufficient fuel.

5. When the principal(s) of the school(s) determines that the activities could be completed by the use of two (2) or less cars, such trips are not covered under the provisions of this paragraph (L). Coaches or sponsors may ask that a rental car be secured if no county vehicle is available. Agriculture students may be transported by bus to class at the agriculture farms.

- (M) Custodial employees shall not be required to clean the restroom of the opposite sex while students are in attendance, except in case of emergency as determined by the school administrator.

**(N) BUS ROUTE ASSIGNMENT**

When more than one permanent bus driver applies for an open route, the selection shall be based on the needs of the school system, and the driver's ability to relate to the students and parents served by the open route. Seniority may be a consideration when the other factors listed above are equal.

- (O) Effective through June 30, 1999, overnight storage for school buses shall be at the nearest of the following location to the route's first pupil stop:

1. The nearest bus garage or,
2. The route driver's home, providing 1) The driver/property owner shall indemnify the Board and hold it harmless for all personal property damage attributed to the school bus, 2) The bus shall be parked in a location that's accessible at all times to school board employees, 3) The bus shall be parked so that school board employees may approach the school bus without fear of animal attack, and 4) The bus shall be parked in a location away from trees and other objects that might damage the bus during stormy weather.

- (P) 1. Employees shall not be required to administer any medication including but not limited to diabetic blood level checks, nebulizer treatments, etc. to students unless appropriately trained for the procedure. Employees will not be required to

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administer suppositories. General medication administration shall only require generalized training. Any requirement beyond the dispensing of medication shall require specific training in the procedure involved, and where medically prudent, child specific training. Such training and appropriate updates shall be provided annually by the Board and shall be during work time. The Board shall continue to endeavor to obtain qualified health personnel to meet student health needs.

2. Student special needs; toileting assistance. Adequate supplies for toileting assistance by a paraprofessional to students in need of assistance will be available consistent with applicable state and federal health and safety regulations. Employees will take steps to ensure the privacy of the student.
- (Q) No mechanic shall be required to function as a substitute in the absence of the regularly assigned bus driver except in the case of an emergency. An emergency shall be defined as circumstances reasonably beyond the control of the Employer. In the event a mechanic is assigned to substitute duty, they shall be allowed, but not required, to work up to two (2) additional hours per route (morning or afternoon) in order to be able to perform their regularly assigned duties. Should a mechanic work more hours than they are normally scheduled, these extra hours will be compensated in accordance with Article VIII (H).
- (R) No paraprofessional shall be required to function as a substitute in the absence of the regularly assigned teacher except in the case of an emergency. An emergency shall be defined as circumstances reasonably beyond the control of the Employer. When a paraprofessional is utilized as a substitute classroom teacher for four (4) or more hours per day, the paraprofessional shall receive a supplement of \$25.00 per day.

**ARTICLE IX  
EMPLOYEE AUTHORITY AND PROTECTION**

- (A) Bus drivers, teacher aides, secretarial personnel and security personnel shall be permitted to refer students to the administration when they observe violations of the school rules and regulations.
- (B)
1. Student discipline is based on student adherence to a normally-to-be-expected code of acceptable behavior and to acceptance of BUS RULES AND REGULATIONS and compliance with all requests incidental to bus routine from appropriate bus employees. Such code, rules and regulations shall be reviewed with the students within the first fifteen (15) days of school. ~~Such code, rules and regulations shall be reviewed with the students within ten (10) days after Labor Day, along with school and classroom behavior review, explaining the consequences of infringement.~~
  2. The Board recognizes its responsibility, through (but not limited to) its principals, to give all reasonable support and assistance to bus drivers with respect to the maintenance of control and discipline on the bus. Whenever it appears that a

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particular student requires special attention or whenever it appears that the behavior of a particular student on the bus will interfere with the safe transportation of the balance of the students because of disruptions caused by said student, the Board through, (but not limited to) its principals shall take reasonable steps to provide such attention to aid the driver in meeting responsibilities within respect to such student. Suspension and/or corporal punishment may be imposed for serious or persistent infractions of normal good behavior when other corrective actions have been unsuccessful.

3. All referrals on student disciplinary problems made by bus drivers shall be made on the approved disciplinary form and bus drivers will receive a copy of the form indicating actions taken by the administration.
- (C) Any case of assault upon any school-related employee shall be promptly reported to the immediate supervisor and/or school principal.
- (D) Time lost by an employee in connection with any incident covered in this Article shall be handled as follows:
1. Time for appearance before a judicial body or legal authority shall result in no loss of wages or reduction in accumulated leave;
  2. The employee involved must be subpoenaed for the legal appearance.
- (E) If a complaint or lawsuit is filed against any employee or any employee is sued as a result of any action taken by the employee while in legitimate pursuit of his/her employment, then the Board may, at its discretion, underwrite the cost of legal counsel and render assistance to the employee in his/her defense.
- (F) All newly employed personnel shall serve in a probationary status until continued status is obtained based on the following:
1. The initial annual contract shall include a 97-day probationary period during which time the employee's contract may be terminated without cause or the employee may resign without breach of contract.
  2. The employee must have completed 3 years of probationary service in the district, 1 year in which must be during or after 1994-95, during a period not in excess of 5 successive years, except for leave duly authorized and granted; and
  3. The employee must have been recommended by the superintendent and reappointed by the school board based on successful performance of duties and demonstration of competence.

Continued status shall be effective at the beginning of the school fiscal year following completion of all requirements. A recommendation for annual reappointment of personnel in a probationary status shall be made as part of the agenda for the regular

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school board meeting in May of each school fiscal year. In recommending reappointment of school related personnel, the superintendent shall require a recommendation or evaluation from the employee's immediate administrative supervisor. The school board shall act on the superintendent's nominations for re-appointment no later than June 1.

- (G) Employees shall not be discharged, during the current year, except for just cause. This provision excludes 97 day probationary employees.

Continued status employees shall continue each year unless the superintendent charges the employee with unsatisfactory performance and notifies the employee in writing, no later than 4 weeks prior to the end of the employee's work year of performance deficiencies which may result in termination of employment, if not corrected during the subsequent year of employment. Except as otherwise hereinafter provided, this action may only be appealed by the following procedures:

1. On receiving notice of unsatisfactory performance, the employee, on request, shall be accorded an opportunity to meet with the superintendent or his designee for an informal review of the determination of unsatisfactory performance.
2. An employee notified of unsatisfactory performance may request an opportunity to be considered for a transfer to another appropriate position, with a different supervising administrator, for the subsequent year of employment.
3. During the subsequent year, the employee shall be provided assistance and in-service training opportunities to help correct the noted performance deficiencies. The employee shall also be evaluated periodically so that he will be kept apprised of progress achieved.
4. Not later than 4 weeks prior to the close of the employee's subsequent work year, the superintendent shall notify the employee, in writing, whether the performance deficiencies have been corrected. If the performance deficiencies have not been corrected, the superintendent may notify the school board and the employee, in writing, that the employee shall not be employed beyond the current year; however if the recommendation of the superintendent is not to continue employment, and if the employee wishes to contest such recommendation, the employee will have 15 days from receipt of the superintendent's recommendation to demand, in writing, a hearing. In such hearing, the employee may raise as an issue, among other things, the sufficiency of the superintendent's charges of unsatisfactory performance. Such hearing shall be conducted by the school board within 45 days of receipt of the written appeal. A majority vote of the membership of the school board shall be required to sustain the superintendent's recommendation. The determination of the school board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment.

- (H) Employee Discipline

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1. Disciplinary action may not be taken against an employee unless substantiated by evidence, which supports the recommended disciplinary action.
2. Where substantiated evidence warrants such action(s), an employee may be demoted, suspended, or dismissed upon recommendation of the immediate supervisor to the Superintendent. Unless circumstances warrant immediate disciplinary action, progressive discipline shall be administered as follows:
  - a. Oral warning with acknowledgment
  - b. Written reprimand
  - c. Suspension with or without pay
  - d. Dismissal by Board action
3. An employee against whom action is to be taken under this section shall have the right to review all documents or records relied upon to support the proposed action and shall be given a copy upon request.
4. When a principal/supervisor deems it necessary to discipline an employee, said disciplinary action should be made in private and with discretion.
5. When an employee is involved in circumstances, which could lead to disciplinary action, the employee shall have, upon request, UTSC representation at any conference between the school administrator(s) and the employee, which relates to the matter.

**ARTICLE X**  
**TRANSFERS**

- (A) Employees that desire to transfer to another job location shall file a written statement of such desire, one copy of which shall be filed with the Superintendent or designee, and one copy shall be filed with the Union. Such request shall receive immediate review for possible recommendation by the Superintendent and shall, in addition, be reviewed once each year for the next one (1) year, to assure active consideration.
- (B) Voluntary transfer of an employee will be made on the following basis:
  1. Needs of the school system
  2. Qualifications
  3. Mutual agreement of employee and administration
  4. Contributions employee could make to the new position
  5. Opportunity for skills growth by the employee

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- (C) Involuntary transfers, defined as a change in the employee's worksite or job description, may be made to provide a more adequate school program. Such involuntary transfers shall be limited to no more than two (2) transfers within a five (5) year period.

Employees may be assigned temporary duty for cross-training purposes or special projects at alternate worksites within the same department. These temporary duties may not exceed two (2) assignments for a maximum total of thirty (30) workdays per fiscal year.

The Board and UTSC recognize the fact that demographic shifts in student body and/or employees may necessitate the need to reorganize staff who are supervised from the district wide levels (i.e. custodians, bus drivers, food service, IT). In the event this need arises and all other avenues have been exhausted, including voluntary and involuntary transfers, a reorganization under these conditions would not be restricted by the limits on number of transfers.

- (D) Nothing in this Agreement shall be construed in such a way as to prohibit the Board from providing racial balance within different job classifications or work areas.

**ARTICLE XI**  
**REASSIGNMENT**

- (A) Employees who desire to be reassigned shall file a written statement of such desire, one copy with the supervisor or designee, and one copy with the Union. Such request shall receive an immediate review.
- (B) Involuntary reassignment may be made to provide a more adequate school program and shall be accompanied by a written statement of reasons upon the request of the employee.

**ARTICLE XII**  
**PAID LEAVES**

(A) SICK LEAVE:

1. Sickness or Death: Full-time employees shall be allowed one (1) day sick leave per month in accordance with appropriate State Statutes. Any regular part-time employee, excluding students, working not less than four (4) hours daily, shall accrue one-half (1/2) day of sick leave for each month of payment. The unused portion of sick leave shall accumulate from year to year to the limit permitted by the State Statute. "Sick leave" shall be defined as personal illness or death of a member of his/her immediate family. "Immediate family" shall be defined as a spouse, parent, child, brother, sister, grandparent, parent-in-law, grandparent-in-law, brother-in-law, sister-in-law, or other close relative or dependent who resides within the employee's household.

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2. **Personal Leave:** Each school term each employee shall be allowed six (6) work days personal leave to be charged to sick leave, to be used for the employee's personal business. A personal leave day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day or days shall notify his/her supervisor at least two (2) days in advance, except in case of emergency. The employee shall suffer no loss of pay for such leave. The employee shall not be required to give reasons for such leave, except that the leave is for "Personal Reasons".
3. **Religious Holiday Leave:** Two (2) work days each school year shall be provided for each employee for religious holidays not otherwise provided in the school calendar. Such days shall be non-cumulative and shall be charged to sick leave provided in paragraph (1) above, provided the employee is a member of the religious faith for which the holiday was established.

**(B) DISABILITY, ILLNESS-IN-THE-LINE-OF-DUTY LEAVE:**

1. In case of disability, or illness-in-the-line-of-duty, the employee's wages shall continue in full without reduction in accumulated sick leave if the following conditions are met:
  - a. The supervisor or the superintendent shall be notified as soon as the injury or illness occurs.
  - b. The employee shall file a written claim signed by the principal or the immediate supervisor for attachment to the payroll report for the period in which the illness or injury occurs.
  - c. In case of injury, a certificate from a licensed physician may be required and, in the case of a claim relating to a contagious or infectious disease, the employee shall file a statement from a licensed physician certifying that, beyond a reasonable doubt, the contagious or infectious disease was contracted at school during the time the employee was engaged in school work.
  - d. After determining that the claim correctly states the facts and is valid, the school board will approve the leave for up to ten (10) days.
  - e. Any workman's compensation payment received by the employee while he/she is on compensable leave shall be deducted from his/her gross salary or the check received from workman's compensation shall be endorsed to the school board.
2. Any person who has previously been granted ten (10) days of illness-in-the-line-of-duty leave by action of the board as follows:

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- a. The employee shall file a certificate signed by a licensed physician designated by the school board stating the employee is unable to return to duty because of the injury or illness for which the initial leave was granted.
- b. The employee shall agree to file a medical report, at such intervals as the superintendent may direct, showing that he/she is unable to perform his/her contractual duties.
- c. The employee shall not engage in any type of work for which he/she will receive remuneration.
- d. When the above conditions and requirements are met, the employee will be allowed additional illness-in-the-line-of-duty leave as determined by the school board; provided that the employee is under contract during the time of such leave and compensation.
- e. Such additional leave shall be approved subject to the certificate in (a) above being submitted to the superintendent, for approval, prior to such leave being allowed and further that the certificate shall be dated at, or near the end of, the initial ten (10) days leave. When illness-in-the-line-of-duty is denied, in part or in full, the employee may use accumulated sick leave in accordance with appropriate policies.

- (C) VERIFICATION OF LEAVE: Upon return from leave as described in paragraphs "A" and "B" above, the immediate supervisor shall provide the employee with the necessary forms for verification of the reasons for absence. Such completed forms should be submitted to the immediate supervisor before the established date for submission of monthly payrolls. Failure to submit such forms prior to these dates shall mean a loss of pay for each such sick leave day for that month with such loss of pay being added back in the following month if forms are properly submitted prior to the end of the month in which the employee returned to duty.
- (D) Temporary duty with pay shall be granted to employees for the purpose of participating in approved in-service activities in the County Master Plan or in accordance with plans to be funded by the individual school budget and approved by the supervisor.
- (E) Any employee called for jury during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding shall be paid his/her full salary for such time. This provision excludes any personal litigation in which the employee may be subpoenaed.
- (F) The Board agrees to provide ~~thirty-five~~ (350) days leave, with pay, to be used by the Union President and/or his/her designee, provided attendance is required at all regular meetings of the Board, for the purpose of attending school board meetings, Union meetings, conferences, and conventions. This paid leave does not include per diem, travel or subsistence expense. Such approved person shall make a report of such visits on the designated Union communications platform (i.e. First Class UTSC folder, etc.).



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- (F) ~~Such approved person shall make a report of such visits, with one copy posted at each school and one copy filed with the Superintendent.~~ The "Union President" refers to the overall Union President, ~~and~~ The stated ~~thirty-five~~ (530) days are the same days as given in Article XXIII, Section (G) of the Agreement with teacher personnel.
- (G) There shall be, upon request, two (2) employees from each work area approved for personal leave with pay and no loss of sick leave to attend the funeral of any active or retired employee of Suwannee County to act as representatives of that work area. The request should be made as soon as possible. On the day of the funeral, employees shall be allowed to leave, at the discretion of the Superintendent, to pay respects to the family and friends of the deceased.
- (H) When requests for maternity leave shall meet legal requirements for sick leave, employees shall be allowed to use accumulated sick leave or unpaid leave in accordance with employee requests.
- (I) For twelve (12) month employees, Vacation Leave shall accrue in work days at the close of each month and may not be accrued at the end of the fiscal year to exceed sixty (60) work days. Employees are encouraged to use accrued vacation leave on an annual basis.

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**ARTICLE XIII**  
**UNPAID LEAVES**  
**Maternity Leave**

- (A) Pregnancy is treated as a temporary medical condition for the purpose of leave, seniority, insurance benefits and the like.
- (B) Pregnant employees may continue to work as late into the pregnancy as desired, provided they are able to carry out their normal duties.
- (C) An employee adopting a child less than one year old shall be entitled, upon request, to a leave, without pay, to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the legal requirements for adoption.

**ARTICLE XIV**  
**EMPLOYEE EVALUATION**

The parties recognize that evaluation is something that is done with an employee and not to an employee. The parties further recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of the newly employed and experienced personnel. Should any conflict occur between procedures identified below and the ratified Suwannee County School Related Personnel Assessment Plan, the Assessment plan shall prevail. Therefore, the following procedure shall be used to accomplish these goals with employees.

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- (A) Each fiscal year, all employees shall be given a copy of the evaluation criteria and evaluation form. This shall include an explanation and discussion of the evaluation process and the means by which the criteria will be evaluated. This group and/or individual orientation to the evaluation procedure and process shall be completed by the end of the fortieth (40th) duty day of the fiscal year or of the employee's initial date of employment whichever is later.
- (B) Each employee shall be evaluated at least once a year by his/her immediate administrative supervisor or designee. An employee may be observed by his/her supervisor as often as is deemed necessary. All monitoring or observation of the work performance of the employee will be conducted openly and while the employee is on duty.
- (C) An optional post conference may be held at the request of either the administrator or the employee. The employee shall be given a copy of any completed observation instrument within ten (10) day after the assessment takes place. The evaluator and the employee shall sign the evaluation form. The signature of the employee shall indicate that the employee has read the form but does not necessarily mean that the employee agrees with its contents. All evaluations forms shall be filed in the Superintendent's Office each school fiscal year on the specified date. The signed evaluation form shall be placed in the employee's personnel file and the third copy given to the employee.
- (D) Any conference or hearing with an employee regarding discharge, demotion or other change in the employee's assignment or status shall be conducted in a manner so as not to abrogate the employee's rights according to the Florida School Laws, the rules and regulations of the State Board of Education and the provisions of this Agreement, and the Suwannee County Schools School Related Personnel Assessment Plan.
- (E) In cases where need for improvement is cited, the written evaluation will include a description of the weakness, the specific improvements desired and a statement of how the desired improvements are to be obtained as proscribed in the Suwannee County Schools School Related Personnel Assessment Plan.
- (F) A Task Force shall be appointed annually, with three (3) members appointed by the Superintendent and three (3) members appointed by the President of the Union for the purpose of reviewing current employee evaluation instruments and forms and making specific recommendations for change as needed. The Task Force will investigate evaluation techniques used by other public employers and issue a written report to the Board and the Union within two (2) years of its inception. The report of the Task Force shall be used as a basis for any alterations in the manner or form of employee evaluations.
- (G) The purpose of this Safe Driving Plan is to reduce the potential for injuries and lawsuits by not hiring or allowing anyone who does not have an acceptable driving record to operate a Suwannee County School Board vehicle.

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This plan pertains to possible action to be taken in the event that a driver receives a traffic citation. It is, also, understood that the accumulation of points as outlined in this plan is not the only basis for termination or suspension of a driver.

**1. DEFINITIONS:**

- a. Driver - any person employed by the Suwannee County School Board, hereafter referred to as "The Board", who regularly or temporarily drives a Board owned vehicle.
- b. Year - the fiscal period of the Suwannee County School Board from July 1 of one year to June 30 of the next.
- c. Safe Driver Committee - the group responsible for the administration of this section and who will be hereafter referred to as "The Committee".
- d. Violation - the result of a citation issued by a state, county, or city law enforcement official to a Board employed driver while he or she is driving any vehicle.

**2. GENERAL PROVISIONS:**

- a. This article applies to all drivers.
- b. This article will take effect upon ratification of both parties and will not be retroactive.
- c. Drivers terminated according to the provisions of this section will be considered for employment in a non-driving position.
- d. The driving record of each driver shall be reviewed as per 6A-30141(6). State Board of Education Rule.
- e. A driver involved in a single accident or event, but cited for more than one violation, will receive points only in the one category receiving the highest number of points.
- f. The Committee may recommend suspension with pay for any driver awaiting court action. Any driver who is adjudicated not guilty for a cited violation shall have all points removed that pertain to that citation.
- g. A driver shall have the right to appeal the assessment of points through the grievance procedure.
- h. When the Committee meets to determine the assessment or non-assessment of points, the driver shall have the right to be represented.

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**3. THE COMMITTEE:**

- a. The chairperson of the Committee will be the Director of Transportation or a designee selected by the Superintendent. The chairperson is to be the mediator and shall have no voting rights.
- b. The Committee shall consist of five (5) voting members. The Superintendent or his designee shall appoint two (2) members and the union shall appoint two (2) members. The fifth member shall be a school resource officer appointed by the Suwannee County Sheriff. Members shall be appointed every two years.
- c. The chairperson shall convene a meeting of the Committee within five working days after notification of a violation. However, an additional ten working days may be granted if a driver needs additional time to obtain representation.
- d. The Committee will meet at the call of the chairperson for the purpose of reviewing accidents, infractions, driving records, and hearing appeals.
- e. A driver shall have the right to appeal the assessment of points directly to the Committee.
- f. "Robert's Rules of Order" shall be used to conduct the committee's business.
- g. A driver shall be given at least seventy-two (72) hours notice of any committee meeting at which his/her record will be discussed. This section does not preclude rights given to the driver in Section 3.(c).
- h. A majority of the Committee may call a meeting provided that the written indication of this desire is given to the chairperson at least five (5) working days prior to the date of the requested meeting.
- i. The chairperson shall be responsible for all communications of the Committee.

**4. POINTS:**

- a. One (1) point for each \$3,000 property damage or vehicle damage, but not to exceed six (6) points in any single accident or event.
- b. The Committee shall assign a driver zero to ten (0-10) points for injuries to others. The points shall be assigned based upon the degree of driver responsibility for the injuries and the severity of the injuries.
- c. Others:

- 1 point Failing to observe traffic instruction signs.
- 2 points Crossing private property to avoid a traffic light or stop sign, driving on the wrong side of the road, improper turn, improper backing, or following too close.
- 3 points Speeding fifteen miles or less over the posted speed limit.
- 4 points Speeding more than fifteen miles over the posted speed limit, careless or reckless driving, failure to observe a red light or stop sign, improper lane change, failure to have vehicle under control, failure to yield right-of-way, or improper passing.
- 5 points Failing to stop at a railroad crossing.
- 10 points Driving while under the influence of drugs or alcohol, operating a vehicle without a proper or valid license, failure to report a moving motor vehicle citation to the Superintendent or his designee during the next working day following the receipt of the citation.

5. PENALTIES

- a. Two to five (2-5) points within one year will result in a documented warning.
- b. Six (6) points within one year will result in a one day's driving suspension without pay. During such a day, the driver will be given in-service training and paid for the training at the approved in-service training rate.
- c. Seven (7) points within one year will result in one day suspension without pay. Eight (8) points will result in three days of suspension without pay. Nine (9) points within one year will result in five days suspension without pay; however, the number of days of suspension will be reduced by any other days the driver was suspended in paragraph C.
- d. The accumulation of points as prescribed below shall constitute just cause to recommend a driver's termination. The committee shall limit its calculation of accumulated points to 36 months prior to the most current citation.
  - i. Ten (10) points within one year.
  - ii. Fifteen (15) points within two years.
  - iii. Twenty (20) points within three years.

6. PROSPECTIVE EMPLOYEES

Prospective employees will not be employed to drive a School Board vehicle if, according to this plan, they have a motor vehicle record of more than five (5) points within the last year, or more than ten (10) within three years, or convicted of DWI, DUI, or DUBAL in the last seven years.

**ARTICLE XV**  
**REDUCTION IN STAFF**

- (A) In the event the Board determines that the school-related staff must be reduced, the Board shall give a ten (10) day written notice to the employee and to the Union before implementing such reductions.
- (B) When reduction of personnel is necessary, the Board shall try to meet such reduction with normal attrition and temporary employees within the classification to be reduced.
- (C) The Board shall determine the number of positions within a classification to be affected. In implementing a reduction in staff, the Board shall consider the total operation of the school system and the length of uninterrupted service in the school district. Every effort will be made to allow for any employee who would have qualified for retirement during the reduction year to be permitted to work that year so as to acquire needed service. If layoffs are to occur, a seniority list in accordance with the preceding requirements, shall be prepared by the Board and a copy given to the Union. The Board shall determine the individuals to be affected through a recommendation by the Superintendent who shall use the above criteria.
- (D) Should an opening occur within eighteen (18) months of layoff, employees shall be recalled in the reverse order of lay-off. No new employee shall be hired in a laid-off employee's job classification until all previously laid-off employees from that job classification have been recalled or have declined or failed to accept recall.

**ARTICLE XVI**  
**INSERVICE TRAINING**

- (A) PDC shall be comprised of teachers and other individuals as provided for in the procedures of the Suwannee County PDC Center. Each school center shall elect from among their faculty one (1) representative and ESP's shall elect two (2) representatives, and one community person shall be appointed by the United Teachers of Suwannee County and the Superintendent. In addition, the President of the Union shall appoint one (1) representative from the instructional unit and one representative from the ESP's to serve staggered terms of office.
- (B) The PDC Council shall develop goals and procedures, recommend and appropriate budget and the employment of appropriate PDC staff.

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- (C) The ~~Master-District's~~ Plan for In-service Education for Suwannee County shall be based upon the expressed needs of teachers and ESP's as shown through an annual needs assessment conducted by the PDC.
- (D) All salaries paid as a result of activities planned as part of the ~~Master-District's~~ Plan for In-service and/or when such activities are designated by the PDC shall be paid at the in-service rate.
- (E) Employees transferred or reassigned to new positions or employees newly employed within the district shall have in-service training as deemed necessary by their supervisors and as provided by the ~~Master-District~~ Plan or in-service program for In-service Education in the district.

**ARTICLE XVII**  
**COMPENSATION**

- (A)
  - 1. Basic salaries for employees covered by this Agreement shall be in accordance with negotiated salary schedules as shown in Appendix A. Any employee hired as a regular part-time employee on a regular basis to work fewer hours than the number of hours normally associated with their position shall be paid on a pro-rata basis from their appropriate salary schedule with credit for all years of experience as of the date of ratification of this agreement and shall gain a year of experience each year thereafter. . .
  - 2. Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.
- (B) Except where specified salary schedules are negotiated:
  - 1. Any employee assigned extra duty during the period of their contract shall be paid their regular hourly rate except for overtime as in Article VIII (H).
  - 2. When salary schedules are for twelve (12) months, employees contracted for less than twelve (12) months will be paid for hours assigned outside of their contractual period at one hundred percent (100 %) of their regular hourly rate. If the extension of their work schedule extends to the days that an employee would work on a contract for another complete month, the employee will receive all benefits as if they were contracted for that period initially.
  - 3. All other schedules that provide for extended time and/or separate hourly schedules shall be paid at a rate that is one hundred percent (100%) of the regular salary rate.
- (C) All regular employees shall be on a payroll schedule providing for twenty-four (24) payroll checks.

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- (D) Deductions for personnel during the regular school term for daily absences not covered by the provisions of this Agreement shall be made at the daily rate of annual contractual salary.
- (E) Any qualified full-time member of the school-related staff shall be entitled to terminal pay at the time of termination or payment will be made to his/her designated beneficiary if service is terminated by death.
  - 1. Terminal pay benefits for qualified members of the school-related staff shall be based upon the total number of accrued sick leave days and the total number of accrued annual leave days, as computed in accordance with this policy.
  - 2. In order to qualify for terminal pay benefits provided in this policy, a member of the school-related staff shall have been under contract to render services to the Suwannee County School District for the contract period immediately preceding termination or death.
  - 3. Terminal sick leave pay shall be computed at the daily rate of pay of the staff member at the time of termination or death, multiplied by the allowable percentage of the total number of his/her accrued sick leave days, using the percentages provided in Subparagraph of this policy.
  - 4. In computing terminal sick leave pay, the following allowable percentages shall be applicable:
    - a. During the first three (3) years of service in Suwannee County, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accrued sick leave.
    - b. During the next three (3) years of service in Suwannee County, the daily rate of pay multiplied by forty (40%) times the number of days of accrued sick leave.
    - c. During the next three (3) years of service in Suwannee County, the daily rate of pay multiplied by forty-five (45%) times the number of days of accrued sick leave.
    - d. During the next three (3) years of service in Suwannee County, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accrued sick leave.
    - e. Thereafter, upon completion of twelve (12) years service in Suwannee County, either (i) or (ii). In the event termination is by death of the employee, the provisions of (iii) below shall be followed.



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- i. The daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.
    - ii. When retirement is with full benefits under an approved Florida retirement system, then the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave.
    - iii. In the event termination is by death of the employee, payment of the terminal pay benefits to the employee's beneficiary shall be at the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave.
  5. In addition to the terminal sick leave pay as described in this policy, terminal pay benefits shall include a sum equal to his or her daily rate of pay at the time of his or her retirement or death, multiplied by the total number of his/her accrued annual leave days.
  6. Whenever terminal pay for an individual exceeds twenty-five percent (25%) of the Base Teachers Salary Step 0, The Board, or an individual at their discretion, shall be allowed to have terminal pay issued in three equal payments due on June 30th of each fiscal year starting on June 30th in the retirement year. If the Board chooses to pay in three equal payments, it will do so for all individuals whose terminal pay exceeds twenty-five percent (25%) of the base Teachers Salary Step 0.
  7. For employees electing to participate in the Deferred Retirement Option Program (DROP) terminal pay for accumulated leave shall be in accordance with Board Policy.
- (F) The Suwannee County School Board will contribute a negotiated amount of not less than \$ 5,350.00 annually toward the individual premium for those eligible employees who elect to participate in the health insurance benefit plan. Such coverage will begin on the first day of the month following 30 days from date of hire. The School Board's contribution will discontinue upon the last day of the month in which employment ceases.
1. Any employee who has retired and retires subsequent to the ratification of this Agreement, under any Florida retirement system, shall be eligible to participate or continue participation in the Comprehensive Medical, Dental and Life Insurance programs provided by the Board. The experience of retirees shall be co-mingled with current employees. However, to participate in the Board's insurance programs, a retiree must participate in the entire Comprehensive program.
  2. The retired employee shall be responsible for paying all premiums due on the Comprehensive program.

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3. The retired employee shall be eligible to continue participation in the Comprehensive program to the extent provided by Florida law and/or federal regulation.

- (G) Hairnets and cloth aprons shall be provided for all Lunchroom Workers. Lunchroom workers will be given an annual clothing allowance of two hundred dollars (\$200) per employee position, except that all newly employed lunchroom workers shall be provided with a complete required uniform with spending limits, as determined by the joint uniform taskforce. A Joint Food Service uniform task force consisting of three members selected by the Superintendent and three members selected by the Union shall be established. The Joint Food Service Uniform Task Force shall make an annual recommendation of what shall consist of uniforms for Lunchroom Workers. Funds unspent shall be carried forward each year during the life of this Agreement with a two (2) year Cap (\$400 per employee as of beginning July 1 of any fiscal year).
- (H) If an employee retires with full benefits under any approved Florida retirement system, the employee shall receive an additional one thousand dollars (\$1000) if a six (6) month notice is given.
- (I) All bus drivers, bus aides, mechanics and security personnel shall be provided with suitable uniforms as determined by a Joint Transportation Department Uniform Task Force consisting of three members selected by the Superintendent and three members selected by the Union. The task force shall make an annual recommendation of what shall consist of the appropriate uniforms for all employee groups. The annual allocation of uniforms shall be \$200 times the number of bus drivers, mechanics and security personnel positions designated by the Board, except that all newly employed full time bus drivers, mechanics, and security personnel shall be provided with a complete required uniform as determined by the Joint Transportation Department Uniform Task Force. Substitute bus drivers who have been employed for three (3) consecutive years shall be included in the total allocation. Funds unspent shall be carried forward each year during the life of this Agreement with two (2) year Cap (\$400 per employee as of the beginning July 1st of any fiscal year).
- (J) The School Board agrees to pay an amount equal to the Board contribution for current employees toward single coverage medical insurance of employees who retire with thirty (30) or more years of service, and fifty-two (52) years of age or older at time of retirement. This payment shall continue until the employee reaches sixty-five (65) years of age or becomes eligible for Medicare insurance coverage, or becomes ineligible for coverage under the School Board group policy for retirees.

Effective June 30, 2008, the School Board contribution for current participants will be capped at \$306.74 per month, less \$150.00 per month or the equivalent Florida Retirement System health insurance subsidy. Current participants are defined as those employees who have effectively retired by entering the Deferred Retirement Option Program (DROP) or who have directly retired from the Suwannee School District. No new retiree participants will be permitted to enter this program after June 30, 2009.

**EDUCATION STAFF PROFESSIONAL ~~2019-2022~~2022-2025**

- (K) Bus drivers, mechanics, and security guards should be issued new uniforms equal to allowed monies by the tenth (10th) working day of the fiscal year.
- (L) All custodians shall be provided with suitable uniforms as determined by a Joint Custodial Uniform Task Force consisting of three members selected by the Superintendent and three (3) members selected by the Union. The task force shall make an annual recommendation of what shall consist of the appropriate uniforms for all employee groups. The annual allocation of uniforms shall be \$200 times the number of custodian positions, except that all newly employed full-time custodians shall be provided with a complete required uniform as determined by the Joint Custodial Uniform Task Force. Funds unspent shall be carried forward each year during the life of this Agreement with a two (2) year Cap (\$400 per employee as of beginning July 1<sup>st</sup> of any fiscal year.)
- ~~(M) The annual recommendation of each Joint Uniform Task Force shall be submitted to the Superintendent for his review and approval.~~
- ~~(N)~~(M) All employees who are provided an annual uniform allocation shall be required to wear the approved uniform during scheduled working hours. Exceptions may be granted by their supervisor for special events or other specific occasions.
- ~~(O)~~(N) Effective July 1, 2019, employees who subsequently retire from Suwannee County School District and have a minimum of 20 years of service with the Suwannee County School District shall have the Board contribution to health insurance that is equivalent to current employees, less the employee's Florida Retirement System health insurance subsidy, for a maximum of five years or until they are eligible for Medicare, whichever comes first. Eligibility for this insurance contribution shall be that the employee separates from service from Suwannee County School District and immediately begins receiving retirement benefits from the Florida Retirement System.

**ARTICLE XVIII**  
**SCHOOL CALENDAR**

- (A) The school calendar shall not exceed one hundred ninety-six (196) teacher duty days or one hundred eighty (180) student attendance days.
- (B) The calendar shall provide for six (6) paid holidays as identified on the calendar.
- (C) All ten (10) and eleven (11) months, non instructional personnel whose duty days are 196 days for ten months and 216 for eleven month will be provided six (6) paid holidays as identified on the school calendar.
- (D) The Board and the Union agree to establish a calendar committee of 10~~1~~ employees comprised of five (5) appointed by the Union, and ~~five (5) appointed by the Superintendent, and one (1) School Board member designee.~~ This committee will develop a calendar and recommend it to the Superintendent.

**ARTICLE XIX**  
**MAINTENANCE OF STANDARDS**

- (A) The duties of any employee or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior notification to the Union. Within five (5) duty days after beginning initial employment, or beginning a change in job classification, each employee will receive a copy of their job description.

**ARTICLE XX-1**  
**SICK LEAVE BANK**

A. Purpose

In order to provide employees emergency sick leave for illness or injury beyond that available under provisions governing sick leave, the SICK LEAVE BANK has been established.

B. Eligibility

Any full time employee shall be eligible for voluntary participation in the sick leave bank after one (1) year from the date of initial employment with the school system, provided that such employee has accrued a minimum of six (6) sick days. Enrollment in the sick leave pool program will be accepted during September 1 through the 15<sup>th</sup> of each school year. Employees must wait thirty (30) days after initial enrollment before being eligible to withdraw days from the sick leave bank.

C. Contributions

During initial enrollment period, new participating members shall contribute one (1) day of sick leave during the enrollment period. Each participating member shall contribute one (1) day each time the bank is depleted to 10 days. Said contributions shall be made one (1) month following the depletion occurrence, at which time members will be notified of the need for an additional day and be given the option to contribute the day, withdraw from the bank or shall be allowed to contribute one day immediately when a sick leave day is earned. The Sick Leave Bank Committee shall not grant days in excess of the balance of days in the bank. Sick leave days donated to the bank by an employee will not be returned to the employee except as provided for in this Article.

- D. Any sick leave days withdrawn from the bank by a participating employee must be used for said employee's personal illness, accident, or injury of a medically catastrophic nature. The employee must make application to the sick leave bank in order to receive sick leave benefits. Employees must provide medical documentation stating illness and lack of ability

**EDUCATION STAFF PROFESSIONAL 2019-20222022-2025**

to perform assigned duties. Employees not properly certificated to perform duties shall be ineligible to draw from the sick leave bank.

- E. No employee shall be eligible to draw more than forty-five (45) days from the bank for any one illness or injury or complications thereof. The number of hours will be equal to the hours that make up an employee's work day. Fragmentary sick leave days in excess of sick leave will not be honored by the Sick Leave Bank Committee unless the request is for the same illness, accident or injury. After an employee's accumulated sick leave has been exhausted and any donated by a family member also has been exhausted, the employee will be eligible to draw from the bank only for approved absences of ten (10) continuous days or more.
- F. Any employee withdrawing sick leave days from the bank shall not be required to replace those days except as a regular contributing member of the pool.
- G. A participating employee who chooses to no longer participate in the Sick Leave Bank shall not be eligible to withdraw any sick leave already contributed to the bank.
- H. Should the membership in the bank fall below ten (10), the Sick Leave Bank shall be automatically dissolved. Such days remaining shall be equally proportioned to the remaining participating members, provided that no participating member may receive more than the days he/she contributed.
- I. All requests for withdrawal of days from the Sick Leave Bank shall be addressed to the Sick Leave Bank Committee on an official form provided for this purpose. The decision of the committee shall be final.
- J. The Board, after consulting with the Association, shall establish procedures for identifying and recording contributions to the pool and for complying with applicable governmental regulations and/or associated record keeping.
- K. A notification letter will be sent to applicants informing them of their acceptance or rejection into the sick leave pool. Participating members will also be notified when they are no longer a member of the pool.
- L. Sick Leave Bank Committee

The Sick Leave Bank Committee (SLBC) shall have four (4) members. The Association shall select two (2) members and the Board shall select two (2) members. The Superintendent or designee and the Association President or designee shall be members of the SLBC. Teacher members shall hold Continuing Contract or Professional Services Contract status. Education Staff Professionals shall hold non-probationary status. Vacancies on Sick Leave Bank Committee shall be filled by the party for whom the vacancy exists.

**M. Committee Responsibilities**

1. The Sick Leave Bank Committee, by majority vote, shall determine the Rules and Procedures of the Sick Leave Bank and shall have the authority to amend them when necessary.
2. The Sick Leave Bank Committee shall review all withdrawal applications. It will approve or deny each request.
3. Denials will be fully explained in writing.
4. A minimum of three (3) committee members' signatures will be required for all approvals or denials.

Alleged abuse of the use of the Sick Leave Bank shall be investigated by the Superintendent with the assistance of the Sick Leave Bank Committee. Any finding of wrongdoing shall result in the employee being required to repay all sick leave credits drawn from the bank. Refusal on the part of the employee to repay said credits shall be grounds for termination. Other appropriate disciplinary action may be taken by the Board even if the employee provides repayment to the pool.

**ARTICLE XX-2**  
**EMPLOYEE LEAVE SELL BACK OPTION**

**A. Purpose**

To provide an employee leave sell back option as an attendance incentive.

**B. Eligible Population**

All employees that are classified as full time and that have accumulated at least 20 days of sick leave.

**C. Program parameters**

Beginning July 1, 2016, eligible employees shall be able to sell back up to 5 days of sick leave time, twice per year, at 80% of the daily rate of pay as described below, in accordance with Florida Statute 1012.61.

**D. First Semester Sell Back Option**

Eligibility for this option includes employees that have accumulated at least 20 days of sick leave and used no more than 2 days of sick leave or personal leave during the time period of July 1<sup>st</sup> through October 31<sup>st</sup>. During the first week of November, eligible employees wishing to participate should fill out the employee leave sell back form,

**EDUCATION STAFF PROFESSIONAL ~~2019-2022~~2022-2025**

indicating the number of days up to a maximum of the equivalent of 1-5 days to be sold back to the district and deducted from the employee's accumulated leave. The district shall pay the employee through payroll, the amount for the days sold on the last payroll for the month of November.

**E. Second Semester Sell Back Option**

Eligibility for this option includes employees that have accumulated at least 20 days of sick leave and used no more than 2 days of sick leave or personal leave during the time period of November 1<sup>st</sup> through April 30<sup>th</sup>. During the second week of May, the eligible employees wishing to participate should fill out the employee leave sell back form, indicating the number of days up to a maximum of the equivalent of 1-5 days to be sold back to the district and deducted from the employee's accumulated leave. The district shall pay the employee through payroll, the amount for the days sold on the last payroll for the month of June.

**F. Attendance Incentive Pay**

Those employees that meet sell back requirements for both sell back periods shall be eligible for outstanding attendance incentive pay equal to 2 days of pay at the conclusion of the current school year.

**G. Exempt absences that do not affect incentive eligibility:**

- Temporary Duty Elsewhere
- Jury Duty
- Annual leave (12 month employees)
- Sick leave used for the death of an immediate family member
- Employees that took Board approved Family Medical Leave (FMLA) during either of the two calculation periods
- Leave for union or negotiation activities
- Worker's Compensation leave
- Situations in which administration requested an employee be on paid leave/administrative furlough for the purposes of conducting a short term investigation, which did not lead to employee discipline, would not be penalized from eligibility.

**H. Disqualifying events**

- Suspensions either paid or unpaid, would disqualify the employee from the sell back option and the bonus for the fiscal year. Employees that are completely exonerated would maintain eligibility.

Employees that separate service, either voluntary or involuntary, during the calculation periods are not eligible.

**ARTICLE XX-3**  
**DONATING SICK LEAVE**

**Donation of Sick Leave**

Transfer of sick leave to any other district employee: An employee may transfer earned sick leave to any district employee for their use in cases of injury or illness.

1. Such transfer of leave is separate from the District Sick Leave Bank.
2. Any employee who is a recipient of donated sick leave, other than a family member (spouse, child parent or sibling), must provide medical documentation from the treating physician of the illness or injury along with a written request for leave to be transferred.
3. The receiving employee must use all of their accrued sick leave before using donated sick leave.
4. Any employee who donates sick leave to another employee, other than a spouse, child, parent or sibling, must maintain a minimum of five (5) sick days in their own district account.
5. All unused transferred sick leave shall be returned to the employee who donated it.

**ARTICLE XXI**  
**GUARDIAN PROGRAM**

**(A) Guardian Program**

Employees that volunteer to be a part of the Aaron Feis Guardian Program shall be covered by a minimum of \$1,000,000 liability insurance at no cost to the employee/Guardian.

Employees who volunteer for the Guardian Program shall have access to grief counseling not available through the Employee Assistance Program (EAP) when such counseling is needed in relationship to their Guardian duties. This grief counseling will be at no cost to the Guardian.

Trainings related to the professional development required for the Guardian Program, and the cost of ammunition and firearms, shall be at no cost to the Guardian.

All test results related to psychological screening, will be held confidential by the Sheriff's Department to the extent authorized by law.

**(B) Employee-Guardian Use of Firearms**

Employees ~~ESP personnel~~ who fulfill their role as a Guardian shall not be subject to



**EDUCATION STAFF PROFESSIONAL ~~2019-2022~~2022-2025**

discipline to by the Suwannee County School District. They shall be entitled to due process rights in accordance with the collective bargaining agreement (CBA).

In the event that an employee acts in his/her role by pulling or discharging a weapon, the employee will be placed on administrative leave in order to provide time for investigation by appropriate law enforcement agencies.

**EDUCATION STAFF PROFESSIONAL ~~2019-2022~~2022-2025**

**ARTICLE XXII  
TERM OF AGREEMENT**

This Agreement shall be effective as of July 1, ~~2019~~2022, and shall continue in effect through June 30, 2025. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In addition, it is expressly understood that portions of this Agreement may be opened for re-negotiations in the following manner:

1. Article XVII;
2. One (1) Article chosen by each party, if desired;
3. Items of mutual agreement; and,
4. Conditions of employment changed by Legislative action.

Re-openers shall commence between March 15th and April 1st of each year during the life of this Agreement.

**UNITED TEACHERS OF  
SUWANNEE COUNTY**

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Executive Council Member

\_\_\_\_\_  
Executive Council Member

\_\_\_\_\_  
Executive Council Member

\_\_\_\_\_  
Chief Negotiator

**SCHOOL BOARD OF  
SUWANNEE COUNTY**

\_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Board Member

\_\_\_\_\_  
Chief Negotiator

**EDUCATION STAFF PROFESSIONAL 2019-2022**

**NONINSTRUCTIONAL**

**SALARY SCHEDULE 2019-2020**

**BUS DRIVERS/BUS ATTENDANTS - 9 MONTHS - 180 DAYS**

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Position	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Driver	15274	15532	15790	16048	16306	16564	16822	17080	17338	17596	17854	18112	18370	18628	18886
Bus Attendant	9792	10030	10270	10506	10743	10984	11220	11456	11695	11935	12291	12720	12924	13113	13302

Exceptional Student Education (out-of-county) bus drivers/bus attendants will receive a supplement of 12 1/2% of their salary. \$13.50/hr for driving time and for assigned supervision time shall be paid for trips other than regular routes or duties. (field trips, etc.) All fulltime bus drivers will receive an additional two hour pay increment beginning their bus before the start of the school year.

\*Bus Attendants will be paid according to the Bus Driver Salary Schedule, Driver Level, zero experience, when required to drive a school bus.

Drivers who are training other drivers during non-route driving time shall be paid at their hourly driving rate.

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 180.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2017.

NONINSTRUCTIONAL

APPENDIX A

SALARY SCHEDULE 2019-2020

COMMUNITY SCHOOLS COORDINATOR/STUDENT SUCCESS  
AND SAFETY ADVOCATE

0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
30865	31558	32262	32944	33637	34326	35019	35712	36402	37098	38134	39233	39859	40441	41024

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The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on pay of each year providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

All salaries are based on 12 months. When an employee is on less than 12 months, the salary will be prorated on a monthly basis.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 196 for 10 months, 216 for 11 months, and 261 for 12 months.

Employees who had a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

2022-2023 salary  
schedules

## APPENDIX A

## NONINSTRUCTIONAL

## SALARY SCHEDULE 2019-2020

## CUSTODIANS

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		YEARS OF EXPERIENCE													
LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
2	22192	22852	23512	24172	24832	25492	26152	26812	27472	28132	28792	29452	30112	30772	31432
1	24905	25570	26235	26900	27565	28230	28895	29560	30225	30890	31555	32220	32885	33550	34215

CLASSIFICATION LEVEL  
 2 Custodian  
 1 Head Building Custodian

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

All salaries are based on 12 months. When an employee is on less than 12 months, the salary will be prorated on a monthly basis.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 196 for 10 months, 216 for 11 months, and 261 for 12 months.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

APPENDIX A

NONINSTRUCTIONAL

SALARY SCHEDULE 2019-2020

LUNCHROOM

183 Days - Worker

186 Days - Asst. Manager

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		Years of Experience															
LEVEL		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
2	17231	17697	18169	18633	19104	19573	20037	20500	20976	21439	22146	22924	23289	23630	23971		
1	18048	18524	19005	19484	19961	20439	20911	21339	21812	22314	22873	23377	23925	24608	24962		

CLASSIFICATION LEVEL

2 Worker

1 Asst. Manager

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

Loss of pay for any day not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 183 or 186.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

## NONINSTRUCTIONAL

SALARY SCHEDULE 2019-2020  
MAINTENANCE

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
6	22192	22852	23512	24175	24834	25491	26153	26814	27472	28131	29123	30045	30522	30968	31413
3	23385	24046	24708	25370	26031	26694	27360	28020	28682	29343	30005	30667	31329	31991	32653
2	27111	27781	28451	29121	29791	30461	31131	31801	32471	33141	33811	34481	35151	35821	36491
1	29484	30162	30838	31515	32190	32866	33542	34218	34894	35570	36246	36922	37598	38274	38950
1A	33482	34145	34814	35478	36143	36810	37474	38144	38806	39477	40145	40813	41483	42150	42817
1B	37267	37942	38617	39294	39972	40644	41308	41997	42676	43349	44022	44695	45368	46041	46714

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## CLASSIFICATION LEVEL

- 6 Groundsman
- 3 Maintenance Man III
- 2 Maintenance Man II
- 1 Maintenance Man I
- 1A Air Conditioning/Electrical Specialist, IT Technician, Landscape Specialist, Facilities Assistant, Assistant Foreman
- 1B Maintenance Foreman

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, provided employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

All salaries are based on 12 months. When an employee is on less than 12 months, the salary will be prorated on a monthly basis.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 196 for 10 months, 216 for 11 months, and 261 for 12 months.

Employees who hold a bachelor's degree from an accredited college or university, as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

## APPENDIX A

## NONINSTRUCTIONAL

SALARY SCHEDULE 2019-2020  
MECHANICS

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
3	22793	23455	24115	24780	25444	26103	26766	27430	28089	28749	29745	30576	31160	31615	32071
2	33227	33899	34562	3523	35897	36563	3723	37897	38564	39238	40333	41374	42026	42644	43262
1	37025	37698	38375	39049	39723	40403	41079	4243	4243	43123	43833	46058	46729	47401	47401
1A	45274	45916	46561	47204	47852	48500	49149	49797	5042	51035	51641	54258	54867	55477	55846

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## CLASSIFICATION LEVEL

- 3 Mechanic-Helper
- 2 Mechanic
- 1 Head Mechanic
- 1A Transportation Maintenance Coordinator

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period of the position.

All salaries are based on 12 months. When an employee is on less than 12 months, the salary will be prorated on a monthly basis.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 196 for 10 months, 216 for 11 months, and 261 for 12 months.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$75.00 per contract month worked, effective July 1, 2019.



NONINSTRUCTIONAL

**SALARY SCHEDULE 2019-2020  
OFFICE ASSISTANT 185 DAYS**

YEARS OF EXPERIENCE

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
III	17750	18180	18615	19044	19475	19906	20335	20768	21200	21632	22064	22496	22928	23360	23792
II	18747	19173	19606	20038	20471	20904	21337	21770	22203	22636	23069	23502	23935	24368	24801
I	19458	19892	20326	20760	21194	21628	22062	22496	22930	23364	23798	24232	24666	25100	25534

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CLASSIFICATION LEVEL

Level III	*High School Diploma, GED
Level II	Associate of Arts, Associate of Science *Junior level status college
Level I	Bachelors Degree
Add On	**CDA Certification adds \$500 to base

\*Must present satisfactory documentation of completion of twelve (12) quarter hours or equivalent earned at a regionally accredited four (4) year degree granting college or university. All eligible hours must be earned after admission to a degree seeking program at junior level status, and have a grade "C" or better.

\*\*This add on is eliminated except for employees certified as of July 1, 2004.

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schedules. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 185.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2013.

NONINSTRUCTIONAL

SALARY SCHEDULE 2019-2020  
PARAPROFESSIONAL/STUDENTCARE ATTENDANT 185 DAYS

YEARS OF EXPERIENCE

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
2	18000	18434	18856	19295	19726	20158	20583	21013	21453	21884	22531	23309	23876	24019	24361
1	19000	19425	19860	20290	20720	21150	21583	22015	22444	22878	23522	23823	24706	25063	25421

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Level 2  
Level 1

Classification Level  
High School Diploma, GED  
Associate of Arts, Associate of Science \*Junior level  
status college, or Interpreter Level I EIE

\*Must present satisfactory documentation of completion of two (2) quarter hours or equivalent earned at a regionally accredited four (4) year degree granting college or university. All eligible hours must be earned after admission to a degree-seeking program, at junior level status, and have a grade "C" or better.

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. The employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 185.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

NONINSTRUCTIONAL  
SALARY SCHEDULE 2019-2020  
PRE-K PARAPROFESSIONAL 190 DAYS

YEARS OF EXPERIENCE

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
2	19214	19658	20105	20542	20985	21430	21874	22315	22758	23200	23644	24087	24534	24975	25417
1	20238	20678	21123	21567	22007	22447	22893	23335	23777	24219	24664	25105	25544	25985	26425

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the tentatively

2 CDA or Equivalent and High School Diploma, GED  
1 CDA or Equivalent and Associate of Arts, Associate of  
Science, Junior level status, college, or Intermediate level I EIE

\*Must present satisfactory documentation of completion of twelve (12) quarter hours or equivalent earned at a regionally accredited four (4) year degree granting college or university. All eligible hours must be earned after admission to a degree-seeking program, at junior level status, and have a grade of "C" or better.

compensation

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Hereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 190.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2013.

2022-2023 salary  
schedules

APPENDIX A

SALARY SCHEDULE 2019-2020  
SCHOOL NURSE - 196 Days

YEARS OF EXPERIENCE

Level	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
2	21092	21547	22006	22460	22919	23371	23834	24287	24744	25200	25884	26713	27121	27496	27872
1	33088	34016	34949	35883	36812	37747	38676	39607	40538	41473	42857	44061	44759	45416	46072

CLASSIFICATION LEVEL

- 2 LPN, Occupational Therapy Assistant
- 1 RN (AA)

The Superintendent may approve up to three (3) years non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, the employee will progress to the succeeding step on July 1 of each year providing the employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

Salary is based on 196 days for 10 months. Loss of pay for any days not paid shall be on a basis of a daily rate.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

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**SALARY SCHEDULE 2019-2020  
SCHOOL NURSE WITH BACHELOR'S DEGREE**

Please refer to the tentatively agreed to compensation agreement for all 2022-2023 salary schedules

YEARS	BACHELORS
0	34285
1	34996
2	37703
3	38410
4	39117
5	39825
6	40532
7	41390
8	42147
9	42905
10	43615
11	44325
12	45935
13	46945
14	47955
15	48965
16	49975
17	50985
18	51995
19	53005
20	54015
21	55025
22	56035
23	57045

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The Superintendent may approve up to three (3) years non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Hereafter, the employee will progress to the succeeding step on July 1 of each year providing the employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

Salary is based on 196 days for 10 months. Loss of pay for any day not paid shall be on a basis of a daily rate.

**ADVANCED DEGREE SUPPLEMENTS**  
Master's Degree add \$2,310 to Bachelors

EDUCATION STAFF PROFESSIONAL 2019-2022-2025

APPENDIX A  
NONINSTRUCTIONAL

SALARY SCHEDULE 2019-2020  
SECRETARIAL AND OTHER OFFICE PERSONNEL

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LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
6	23385	24046	24708	25370	26031	26694	27360	28020	28682	29343	30007	30672	31337	32002	32667
5	23856	24520	25186	25852	26519	27178	27845	28510	29172	29836	30500	31164	31828	32492	33156
4	25282	25970	26658	27346	28034	28722	29410	30098	30786	31474	32162	32850	33538	34226	34914
3	26773	27444	28115	28786	29457	30128	30799	31470	32141	32812	33483	34154	34825	35496	36167
2	28473	29144	29815	30486	31157	31828	32499	33170	33841	34512	35183	35854	36525	37196	37867
1	29731	30413	31097	31771	32460	33138	33817	34499	35178	35859	36539	37219	37898	38578	39257
1A	30109	30539	31031	31795	32565	33367	34116	34903	35688	36474	37259	38044	38829	39614	40418

LEVEL	CLASSIFICATION
6	Chief, Media Clerk, Interpreter
5	General Receptionist
4	School Secretary, District Sec., Bus Driver/Data Entry
3	Adm. School Secretary, 1st class Sec./Adm. Aide, District Secretary (Records), Homeless Advocate, Interpreter/Parent Liaison/Pre-K Resource Assistant, Registrar
2	Adm. Secretary, Bookkeeper, Parts Inventory Clerk
1	Financial Aid Coordinator
1A	Accounting Clerk/Finance, Community Relations Specialist

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contract period for the position.

All salaries are based on 12 months. When an employee is on less than 12 months, the salary will be prorated on a monthly basis.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 196 for 10 months, 210 for 11 months, and 261 for 12 months.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2015.

## NONINSTRUCTIONAL

SALARY SCHEDULE 2019-2020  
SECURITY GUARD

## YEARS OF EXPERIENCE

LEVEL	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
2	26428	27097	27770	28437	29108	29780	30448	31117	31788	32461	33136	33814	34498	35178	35862
1	29580	30401	31219	32034	32854	33670	34493	35305	36130	36949	37772	38597	39425	40256	41087

## CLASSIFICATION LEVEL

Level 2 Security Guard  
Level 1 Security Guard

\*This classification level eliminated except for employees classified Level 1 (Chief) as of 6/1/95.

The Superintendent may approve up to three (3) years of non-school experience and up to nine (9) years of experience from other schools. Additional experience may be approved upon recommendation of the Superintendent and approval of the School Board. Thereafter, employee will progress to the succeeding step on July 1 of each year, providing employee has performed satisfactorily for a minimum period greater than one-half the number of days required for the normal contractual period for the position.

All salaries are based on 12 months. When an employee is on less than 12 months, the salary will be prorated on a monthly basis.

Loss of pay for any days not paid shall be on the basis of a daily rate with the daily rate determined by dividing the salary by 190 for 10 months, 16 for 11 months, and 26 for 12 months.

Employees who hold a bachelor's degree from an accredited college or university as defined by the US Department of Education shall receive an advanced degree supplement of \$175.00 per contract month worked, effective July 1, 2019.

**EDUCATION STAFF PROFESSIONAL ~~2019-2022~~2022-2025**

**APPENDIX B**

**NONINSTRUCTIONAL  
FOR INFORMATIONAL PURPOSES ONLY \*\***

**SALARY SCHEDULE 2019-2020  
SUBSTITUTE PARAPROFESSIONAL**

HIGH SCHOOL GRADUATE	Prevailing Minimum Wage
ONE (1) YEAR OR MORE COLLEGE	Prevailing Minimum Wage
BACHELORS DEGREE	Prevailing Minimum Wage

(Based on pay for seven and one-quarter (7.25) hours daily)

**SUBSTITUTE LUNCHROOM**

Prevailing Minimum Wage

**SUBSTITUTE CUSTODIAN**

Prevailing Minimum Wage

**SUBSTITUTE BUS DRIVER**

**\$12.00 PER HOUR**

\*\* The Suwannee County School Board establishes and approves the rates of pay for substitutes. These schedules are not subject to bargaining, and therefore, are not required to be negotiated.



**SUWANNEE COUNTY SCHOOL BOARD  
DIFFERENTIATED PAY PLAN**

In accordance with Florida Statute 1012.22 (1) (c) (4), beginning with the 2007-2008 academic year, the Suwannee District School Board proposes a salary schedule with differentiated pay for both instructional personnel and school-based administrators. This Differentiated Pay Plan shall be included as part of the salary schedule as required by *f.s. 1012.22* and is subject to negotiation as provided in chapter 447. The differentiated pay is based on district-determined factors, including, but not limited to additional responsibilities, school demographics, critical shortage areas, and exceptional performance difficulties.

**I. SCHOOL-BASED ADMINISTRATORS**

A. Assignment to a school that earned a grade of "F" or three consecutive grades of "D" add \$500 supplement for each year, and continuing for at least a year following improved performance

B. Principals Leadership Academy Tier II \$1,000.00

C. Certification as School Principal \$2,000.00

D. Assignment to Title I School \$100.00

E. Longevity Supplement for Grandfathered Principal and Administrator Salary Schedule (Line 6, Elementary and Middle School):

1. Step 8	\$252.00
2. Step 9	\$1,181.00
3. Step 10	\$1,482.00
4. Step 11	\$1,705.00

F. Longevity Supplement for Grandfathered Principal and Administrator Salary Schedule (Line 4, Brainerd High School and DAVENPORT):

1. Step 7	\$234.00
2. Step 8	\$1,045.00
3. Step 9	\$2,008.00
4. Step 10	\$2,539.00
5. Step 11	\$2,587.00

G. Longevity Supplement for Grandfathered Principal and Administrator Salary Schedule (Line 3, Suwannee High School):

1. Step 8	\$724.00
2. Step 9	\$1,744.00
3. Step 10	\$2,117.00
4. Step 11	\$2,406.00

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**EDUCATION STAFF PROFESSIONAL 2019-20222022-2025**

**H. Longevity Supplement for Grandfathered Assistant Principal Salary Schedule:**

1. Step 10	\$189.00
2. Step 11	\$954.00
3. Step 12	\$1,128.00
4. Step 13	\$1,228.00

**II. INSTRUCTIONAL EMPLOYEES**

A. D or E School Incentive: A non-recurring, one thousand dollar (\$1,000.00) incentive for teachers transferring to a "D" or "E" school from a higher performing school within the District. The transferring teacher must have received a very effective or outstanding performance evaluation the preceding year.

B. Department Head/Curriculum Leader/Grade Level Chair \$1,000.00

C. ESE Teacher: As Teacher of Record or Support Facilitation for ESE Students if ESE certification is required based on student enrollment. Shall be earned by completing one extended duty day per week (8 hours) \$573.00

D. PECDS Mentor/New Teacher Mentor: For satisfactorily serving as a mentor teacher. NBCTE certified teachers are ineligible for this supplement if the bonus provided to them through the National Board (Program) provides for a supplement equal to or greater than \$500. In the event funding from the Program is less than \$500, National Board certified teachers who serve as mentors will be eligible for an amount which will provide for at least \$500 when combined from any amounts paid through the Program. Requires approval and documentation of required mentoring hours. \$500.00

E. Planning Period Supplement: For the voluntary surrender of teacher's planning period to serve as teacher of record for an additional period of instruction as requested by the school principal. The supplement shall be earned based on completing an additional 30 minutes per day as plan time. The supplement is based on a sixty (60) minute period of instruction during the normal duty day and shall be prorated for varying lengths of periods. Appointments shall be made based on needs of the school, master schedule, and the voluntary acceptance of the teacher and shall not be subject to posting requirements. Travel will be reimbursed by the District if the teacher is assigned to both Live Oak and Branford Schools. \$3,744.00 per year; \$1,872.00 per semester, \$936.00 per nine weeks

F. Reading Supplement: A one time supplement for Reading Coaches and secondary Reading Teachers who attain the Reading Endorsement or certification in Reading \$550.00

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G. Longevity Supplement for Grandfathered Teacher & Social Worker Salary Schedule  
(Appendix A):

1. Step 15	\$250.00
2. Step 16	\$500.00
3. Step 17	\$750.00
4. Step 18	\$1000.00
5. Step 19	\$1250.00
6. Step 20	\$1750.00
7. Step 21	\$2250.00
8. Step 22	\$2750.00
9. Step 23	\$3250.00
10. Step 23 + 1	\$4250.00

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H. Secondary Supplementaries

1. High School and Post-Secondary

a. Academic Competition Sponsor \$1,500.00

b. Agriculture Teacher (8:00-4:00 duty day, plus supervision of intracurricular activities including sponsorship of FFA) \$3,300.00

c. Athletic Programs and Support

i. Athletic Director (20 teams or more) - 1 free period \$3,300.00

ii. Athletic Director (less than 20 teams) - 1 free period \$1,900.00

iii. Assistant Athletic Director \$1,700.00

iv. Athletic Event Support Staff  
(ticket collectors, scoreboard/clock operators, etc.)  
(Per event. To be reimbursed by gate revenue) \$32.00

d. Band

i. Band Director (includes supervision of intracurricular activities and requires unit participation in both concert and marching band performances and competitions) \$3,700.00

ii. Band Director (includes supervision of intracurricular activities and requires unit participation in marching band performances) \$2,900.00

iii. Assistant Band Director \$1,000.00

iv. Dance Troupe Sponsor \$1,000.00

v. Majorette Sponsor \$1,000.00

EDUCATION STAFF PROFESSIONAL ~~2019-2022~~2022-2025

vi. Auxiliary Sponsor	\$1,000.00
e. Baseball Coach	
i. Head Baseball	\$2,500.00
ii. Assistant Baseball	\$1,200.00
iii. Junior Varsity Baseball Coach	\$1,200.00
f. Basketball Coach	
i. Head Basketball (Boys')	\$2,500.00
ii. Assistant Basketball (Boys')	\$1,200.00
iii. Head Basketball (Girls')	\$2,500.00
iv. Assistant Basketball (Girls')	\$1,200.00
v. Junior Varsity Basketball Coach (Boys')	\$1,200.00
vi. Junior Varsity Basketball Coach (Girls')	\$1,200.00
g. Bowling	\$1,400.00
h. Cheerleader Sponsor	\$1,200.00
i. CBOE/BBA Advisor	\$500.00
j. Class Sponsor	
i. Senior Class	\$1,000.00
ii. Junior Class	\$1,000.00
iii. Sophomore Class	\$750.00
iv. Freshman Class	\$750.00
k. Cross Country Coach (Girls/Boys)	\$1,400.00
l. Drama Instructor (with 2 shows)	\$2,500.00
m. Football Coach	
i. Head Football Coach (30% Spring Ball/ 70% Fall)	\$4,300.00
ii. Offensive/ Defensive Coordinator (30% Spring Ball/ 70% Fall)	\$2,500.00
iii. Football Assistant Varsity (30% Spring Ball/ 70% Fall)	\$2,200.00
iv. Football Head Junior Varsity (30% Spring Ball/ 70% Fall)	\$2,200.00
v. Junior Varsity Football Assistant (30% Spring Ball/ 70% Fall)	\$1,200.00
n. Golf Coach	
i. Golf (Boys')	\$1,400.00
ii. Golf (Girls')	\$1,400.00
o. Home Economics Teacher including supervision of intracurricular activities and sponsorship of FHS/FCCLA	\$1,000.00
p. HOSA Advisor	\$1,000.00

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EDUCATION STAFF PROFESSIONAL 2019-20222022-2025

q. LPN Instructor including supervision of clinical assignments \$3,300.00

r. NJROTC Instructor including supervision of outside activities \$3,300.00

s. Shellfish CSA Advisor \$1,000.00

t. Soccer Coach

i. Varsity Soccer (Boys') \$2,500.00

ii. Junior Varsity Soccer (Boys') \$1,200.00

iii. Varsity Soccer (Girls') \$2,500.00

iv. Junior Varsity Soccer (Girls') \$1,200.00

v. Assistant Soccer (Boys') \$1,200.00

vi. Assistant Soccer (Girls') \$1,200.00

u. Softball Coach

i. Softball Head Coach \$2,500.00

ii. Assistant Softball Coach \$1,200.00

iii. Junior Varsity Softball Coach \$1,200.00

v. Swimming Coach

i. Swimming Coach \$1,400.00

ii. Assistant Swimming Coach \$700.00

w. Track Coach

i. Head Track (Boys') \$2,500.00

ii. Head Track (Girls') \$2,500.00

iii. Assistant Coach (Boys') \$1,200.00

iv. Assistant Coach (Girls') \$1,200.00

x. Tennis Coach

\$1,400.00

y. Volleyball Coach

i. Volleyball \$2,500.00

ii. Assistant Volleyball \$1,200.00

iii. Junior Varsity Volleyball Coach \$1,200.00

z. Weight Lifting Coach

i. Weight Lifting (Boys') \$1,400.00

ii. Weight Lifting (Girls') \$1,400.00

aa. Wrestling Coach

i. Wrestling \$2,500.00

ii. Assistant Wrestling \$1,200.00

bb. Yearbook Sponsor

\$1,200.00

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EDUCATION STAFF PROFESSIONAL ~~2019-2022~~2022-2025

cc. Flag Football Coach (Girls')	
i. Head Coach	\$1,400.00
ii. Junior Varsity Coach	\$1,000.00

2. Middle School Supplements

a. Agriculture Teacher including supervision of intracurricular activities including sponsorship of FFA	\$1,700.00
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b. Athletic Director	\$1,500.00
----------------------	------------

c. Band Director (Includes supervision of Intra-curricular activities and requires unit participation in band performances and competitions)	\$1,500.00
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d. Baseball Coach	
i. Baseball Coach	\$1,200.00
ii. Assistant Baseball Coach	\$750.00

e. Basketball Coach	
i. Head Basketball Coach (Boys')	\$1,200.00
ii. Head Basketball Coach (Girls')	\$1,200.00
iii. Assistant Basketball Coach (Boys')	\$750.00
iv. Assistant Basketball Coach (Girls')	\$750.00
v. Boys' Intramural Basketball Coach	\$900.00
vi. Girls' Intramural Basketball Coach	\$900.00

f. Cheerleader Sponsor	\$900.00
------------------------	----------

g. Football Coach	
i. Head Football Coach	\$1,500.00
ii. Assistant Football Coach	\$1,200.00

h. Soccer Coach	
i. Head Soccer Coach (Girls')	\$1,200.00
ii. Head Soccer Coach (Boys')	\$1,200.00

i. Softball Coach	
i. Girls' Softball Coach	\$1,200.00
ii. Assistant Softball Coach	\$750.00

j. Track Coach	\$1,200.00
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k. Volleyball Coach	\$1,200.00
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Please refer to  
the tentatively  
agreed to  
compensation  
agreement for all  
2022-2023 salary  
Schedules

**EDUCATION STAFF PROFESSIONAL 2019-2022-2022-2025**

l. Wrestling Coach	\$1,200.00
m. Yearbook Sponsor	\$750.00
I. Elementary Supplements	
Yearbook Sponsor	\$500.00

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**III. NON-INSTRUCTIONAL DIFFERENTIATED PAY**

A. CDA/ECOC (if required for position)	\$600.00
B. Lead CDA: Shall include a 190 day contract.	\$1,200.00
C. ESE Bus Driver (out of county routes only)	12 1/2% of salary

Non-instructional personnel may also be eligible for many of the differentiated supplements listed under Section I above based on certification and other requirements for the position. However, compensation is subject to the requirements established by the Fair Labor Standards Act.

**IV. LENGTH OF CONTRACT**

All Differentiated Pay supplements are for a twelve (12) month period unless indicated otherwise, and include extra hours and all in-county travel except where employees are assigned to both Branford and Live Oak schools for academic purposes. Athletic supplements are for the duration of the respective season, except high school football supplements shall be paid in two (2) separate payments, based on 30% for spring and 70% for fall. Employees who are contracted for less than twelve months. In the event that a sponsor or coach fails to complete the entire season or assignment, the District will pay a prorated portion of the supplement to the employee. Supplements may be shared or split by mutual agreement of the principal and coaches or sponsors. Coaches and/or sponsors shall, in recognition of achievement, be given an increase in the amount of supplemental pay for participation in competition beyond scheduled events and beyond district level competition, if the duration of the supplement is extended. This increase shall include sponsors for cheerleading, band, and auxiliary who accompany athletic teams to competitions. Such increases shall be 10% of the base supplements for each level of advanced participation except where advancement is on a basis other than total team advancement. 5% increase shall be earned if less than 50% of eligible categories advance.

**V. PART-TIME AND OTHER INSTRUCTIONAL DIFFERENTIATED PAY**

The parties to this Stipulation of Agreement concur that a differentiated hourly rate schedule for full-time and part-time instructional employees may provide a long term cost savings to the district while still providing high quality instructional services to students. To implement this rate structure, the parties agree to the following:

A. There shall be established three (3) levels of hourly pay for part-time instructional positions predicated on the nature of the program to which the employee is assigned.

**EDUCATION STAFF PROFESSIONAL 2019-20222022-2025**

Level 1 – Instructors in this level shall be paid a rate of thirteen (\$13) dollars per hour for instruction in self-sustaining or cost recovery programs when one of the following conditions exists; no certification is required, no funding is provided by the District, no state standards have been developed for the program or the program is classified as community education. This rate shall also be paid to instructional staff writing curriculum or conducting training or workshops.

Level 2 – These employees shall be paid a rate of twenty-two dollars and eighty-five cents (\$22.85) per hour or 100% of their hourly rate if employed by Suwannee County School Board full time, whichever is the greater, if they are assigned to (a) programs funded through Workforce Development that require teacher certification, (b) adult education or credit retrieval courses, or (c) guidance counselors assigned to Workforce Development programs.

Level 3 – Employees at Level 3 shall receive a rate of pay ranging from thirty-five dollars (\$35) per hour or 100% of their hourly rate if employed by Suwannee County School Board full time, whichever is the greater, for assignments in high skill/high wage Workforce Development funded programs in critical need areas that require teacher certification and highly specialized skills or expertise.

B. The classification of programs as Level 3 shall be determined by a committee including the president of UTSC or designee, Director of Career and Technical Education, RIVERDALE Technical College Principal and High School Coordinator, advisory committee representatives, and other administrative staff. Approved programs in this level include, but are not limited to, health related occupations training, computer programming, and precision machining.

C. Programs at Level 3 will be reviewed as needed for continued eligibility. The application and approval process will be ongoing.

D. Adjustments in hourly rates of pay for programs other than those specifically stated in this stipulation shall require mutual agreement between the parties.

VI. WELLNESS INITIATIVE COORDINATOR 1000.00  
(To be paid from the Wellness Initiative Fund)

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APPENDIX I

CONTINUING MEMBERSHIP AUTHORIZATION FORM

PAYROLL DEDUCTION FORM

I hereby authorize that my membership in the United Teachers of Suwannee County be considered as continuing for this and future years unless and until written notification and dissolution of this agreement is given by me in the manner prescribed below. I further authorize that any increase in UTSC dues that may from time to time occur be automatically applied to my payroll deduction payments as agreed between the United Teachers of Suwannee County and the School Board, provided that notification of such increase will be given me by the United Teachers of Suwannee County one month prior to the beginning of said change.

Should I desire to drop any of these memberships at some future date I agree to notify the business office of the school district and the president of the United Teachers of Suwannee County.

I understand that the United Teachers of Suwannee County will notify the business office of the amount of dues for each school year and of any change that might occur during that year.

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

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

**OFFICIAL GRIEVANCE FORM**

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

School: \_\_\_\_\_ Assignment: \_\_\_\_\_

Home Address: \_\_\_\_\_

**LEVEL I**

A. Date Cause of Grievance Occurred:

\_\_\_\_\_

B. Relates to Article(s): \_\_\_\_\_ of Contract or Policy \_\_\_\_\_

C. State of Grievance occurred:

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

D. Relief Sought:

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

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

E. Disposition by Principal or other Immediate Supervisor:

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

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

1 copy to immediate supervisor  
1 copy to Union  
1 copy to grievant

**OFFICIAL GRIEVANCE FORM**

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

School: \_\_\_\_\_ Assignment: \_\_\_\_\_

Home Address: \_\_\_\_\_

**LEVEL II**

F. Date Cause of Grievance Occurred:

\_\_\_\_\_

G. Relates to Article(s): \_\_\_\_\_ of Contract or Policy \_\_\_\_\_

H. State of Grievance:

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

I. Relief Sought:

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

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

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

J. Disposition by Principal or other Immediate Supervisor:

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

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

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

1 copy to Superintendent  
1 copy to Union  
1 copy to grievant

**OFFICIAL GRIEVANCE FORM**

APPENDIX J

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

School: \_\_\_\_\_ Assignment: \_\_\_\_\_

Home Address: \_\_\_\_\_

**LEVEL III**

K. Date Cause of Grievance Occurred: \_\_\_\_\_

L. Relates to Article(s): \_\_\_\_\_ of Contract or Policy \_\_\_\_\_

M. State of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

N. Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

O. Disposition by Principal or other Immediate Supervisor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

1 copy to Board  
1 copy to Union  
1 copy to grievant

**OFFICIAL GRIEVANCE FORM**

APPENDIX J

Name: \_\_\_\_\_ Home Phone: \_\_\_\_\_

School: \_\_\_\_\_ Assignment: \_\_\_\_\_

Home Address: \_\_\_\_\_

**LEVEL IV**

P. Date Cause of Grievance Occurred: \_\_\_\_\_

Q. Relates to Article(s): \_\_\_\_\_ of Contract or Policy \_\_\_\_\_

R. State of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

S. Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

T. Disposition by Principal or other Immediate Supervisor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

1 copy to arbitrator  
1 copy to Union  
1 copy to grievant

**Notice from the UTSC to All Bargaining Unit Members\***

The rights and benefits of this Agreement were negotiated to improve the working conditions and employment status of the school related/non-instructional personnel in the Suwannee County School System. Should a violation of this Agreement occur, the United Teachers of Suwannee County, ESP Chapter, Local #3165, American Federation of Teachers, AFL-CIO, Florida Education Association/United should be notified immediately. Members of the United Teachers of Suwannee County, ESP/Non-instructional Chapter, will be fully represented and assisted in the resolution of any grievance. Pursuant to the provisions of the Florida Collective Bargaining Law, Chapter 447, Florida Statutes, **Non-Members** will not be assisted or represented by the United Teachers of Suwannee County, ESP/Non-instructional Chapter, in any contract violations, employment condition or status dispute or unfair labor practice.

\*This notice is a notice from the United Teachers of Suwannee County and is not a negotiated part of this Agreement.