

District School Board of Indian River County, Florida
6500 - 57th Street, Vero Beach, FL 32967

It is hereby advised that if a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he/she will need to ensure that a verbatim record is made that includes the testimony and evidence upon which the appeal is to be made.

INVOCATION: Shortly before the opening gavel that officially begins a School Board meeting, the Chairman will introduce the Invocation Speaker. No person in attendance is or shall be required to participate in this observance and the personal decision of each person regarding participation will have no impact on his or her right to actively participate in the School Board's business meeting.

Date: November 22, 2016

Time: 6:00 p.m.

Room: Teacher Education Center (TEC)

Business Meeting Agenda

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS BY: Sebastian River High School's Navy Junior ROTC under the Direction of (Lieutenant Commander) LCDR James Landis USN (Retired) and (Master Sergeant) MSgt. Michael Hussey USMC (Retired)
- III. ADOPTION OF ORDERS OF THE DAY
- IV. PRESENTATIONS
 - A. Casual for a Cause, American Cancer Society**
 - B. U.S. Army All American Bowl Selection Recognition**
 - C. Florida Healthy School District Silver Status Recognition**
 - D. Musical Rendition by Fellsmere Elementary School**
- V. CITIZEN INPUT
- VI. CONSENT AGENDA
 - A. Approval of Minutes – Dr. Rendell**
 - 1. Superintendent Board Workshop held 10/25/2016
 - 2. Business Meeting held 10/25/2016
 - 3. Special Business Meeting held 11/7/2016
 - Superintendent recommends approval.

B. Approval of Personnel Recommendations – Dr. Fritz

Attached is a list of personnel recommendations that includes personnel additions, terminations, and/or changes. Superintendent recommends approval.

C. Approval of Amendment of Job Descriptions to Reflect Fair Labor Standards Act Status – Dr. Fritz

The Fair Labor Standards Act (FLSA) is the Federal Law governing wages and work hours. Certain employee groups are exempt from the FLSA for overtime purposes depending on their wage rates and the nature of the work they perform. Examples of employees that are exempt are teachers and administrators. Effective December 1, 2016, the minimum wage rate to be considered an exempt employee will increase to \$47,476 annually. District staff are recommending that the School Board amend the job descriptions to reflect the FLSA status as “non-exempt” for positions on the attached list. These newly denoted positions are in addition to those already listed as non-exempt. Upon approval of these amendments, staff will make proper changes to all listed descriptions. Superintendent recommends approval.

D. Approval of Donations – Mr. Morrison

1. Vero Beach High School received a donation in the amount of \$1,840, from OneBlood, Inc. The funds will be used to benefit the HOSA Program at Vero Beach High School.
2. Liberty Magnet School received a donation in the amount of \$1,500, from the Liberty Magnet PTA. The funds will be used for the Principal’s Challenge summer reading program rewards for the students of Liberty Magnet School. A donation in the amount of \$1,000 was received from the Indian River Community Foundation/Mr. W. Peter Williams Fund. The funds will be used by the ESE Department for students at Liberty Magnet School.
3. Rosewood Magnet School received a donation in the amount of \$2,000 from the Rosewood Magnet School PTA. The funds will be used to offset the cost of the Sea Camp field trip for 5th grade students at Liberty Magnet School.
4. The Professional Development Department received a donation in the amount of \$5,000 from the Learning Alliance. The donation will fund the Teacher of the Year expenses.

Superintendent recommends approval.

E. Approval of 2016 Florida Safe Schools Assessment Report – Dr. Fritz

The 2016 Florida Safe Schools Assessment Report is submitted annually to the Florida Department of Education and is required by the Safe Passage Act, enacted in 2001. The objective is for each District to have a clearly directed safety and security plan. The report is confidential. Superintendent recommends approval.

F. Approval of Amendment for Oslo and Storm Grove Field Trip to Colorado 2016-2017 – Mrs. Dampier

On August 23, 2016, the Board approved the trip to Colorado for the Orchestra students from Oslo and Storm Grove Middle School. Originally the dates for the trip were March 21-26, 2017. These dates are being amended to March 22-27, 2017, to take advantage of the lower airfare charges. All necessary insurance has been provided to Risk Management. There is no cost to the District. Superintendent recommends approval.

G. Approval of Sebastian River High School's International Baccalaureate Field Trip to Washington, DC 2016-2017 – Mrs. Dampier

Mr. Todd Racine is requesting approval of Sebastian River High School's International Baccalaureate Senior trip to Washington, DC, on March 18–22, 2017. All necessary insurance has been provided to Risk Management. There is no cost to the District. Superintendent recommends approval.

H. Approval of Student Transfer from Indian River County for 2017-2018 School Year – Ms. Dampier

This is a request to transfer from Indian River County to Brevard County. All necessary documents have been received. Superintendent recommends approval.

VII. ACTION AGENDA

A. Public Hearing for Adoption of New and Revised District School Board Policies – Dr. Rendell

On October 11, 2016, the Board moved approval to set a Public Hearing date to adopt new and revised District School Board Policies. The purpose of the revisions and new policies is to be consistent and in compliance with current practice and Florida State Statutes. The policy change process was followed in accordance with Florida Statutes, under Florida Administrative Procedures Act, Chapter 120 Rulemaking; and School Board Policy 0131. The proposed policies are attached. Superintendent recommends approval.

B. Approval to Establish Medical Insurance Premiums for Post 65 Retirees – Dr. Fritz

The Superintendent recommends adjustment of the medical insurance premiums charged to post-65 retirees in the attached amounts. The rate change shall take effect on January 1, 2017. Superintendent recommends approval.

C. Approval of Agreement with Dixie Oak Manor for 2016-2018 – Mrs. Dampier

Certified Nursing Assistant training requires that each student participate in a 40-hour clinical prior to taking the Certified Nursing Assistant Exam. This agreement between the School District of Indian River County and Dixie Oak Manor enables students to participate in that clinical internship. The Curriculum and Instruction Department recommends approval of a contract with Dixie Oak Manor to provide students with the opportunity to complete their clinical experience. Instruction and supervision is delivered by fully-certified Florida teachers. There is no cost to the School District for the clinical internship. The contract has been reviewed by the Board Attorney and approved. The Certificate of Insurance has been reviewed by Risk Management and approved. Superintendent recommends approval.

VIII. SUPERINTENDENT'S REPORT

IX. DISCUSSION

No discussion items

X. SCHOOL BOARD MEMBER MATTERS

XI. INFORMATION AGENDA

No information items

XII. SUPERINTENDENT'S CLOSING

XIII. ADJOURNMENT

Any invocation that may be offered before the official start of the School Board business meeting is and shall be the voluntary offering of a private citizen to and for the benefit of the School Board pursuant to Resolution #2015-08. The views and beliefs expressed by the Invocation Speaker have not been previously reviewed or approved by the School Board and do not necessarily represent their individual religious beliefs, nor are the views or beliefs expressed intended to express allegiance to or preference for any religion, denomination, faith, creed, or belief by the School Board. No person in attendance at this meeting is or shall be required to participate in any invocation and such decision whether to participate will have no impact on his or her right to actively participate in the public meeting.

Anyone who needs a special accommodation may contact the School District's American Disabilities Act Coordinator at 564-3175 (TTY 564-2792) at least 48-hours in advance of the meeting. NOTE: Changes and amendments to the agenda can occur prior to the meeting. All business meetings will be held in the Teacher Education Center (TEC) located in the J.A. Thompson Administrative Center at 6500 – 57th Street, Vero Beach, FL 32967, unless otherwise specified. Meetings may broadcast live on Comcast/Xfinity Ch. 28, AT&T Uverse Ch. 99, and the School District's website stream; and may be replayed on Tuesdays and Thursdays at the time of the original meeting. For a schedule, please visit the District's website at www.indianriverschools.org/iretv. The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

The District School Board of Indian River County met on October 25, 2016, at 1:00 p.m. The workshop was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Dale Simchick and Board Members: Claudia Jiménez and Charles G. Searcy. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present. Vice Chairman Shawn R. Frost and Board Member Matthew McCain were not present.

Superintendent’s Workshop Minutes

Ms. Jiménez was not present.

I. Chairman Simchick called the workshop to order.

II. PURPOSE OF THE WORKSHOP

Dr. Rendell stated that the purpose of the workshop was to go over information regarding the Community Schools initiative at Pelican Island Elementary, proposed School Calendar for 2017-2018, and proposed school start times for 2017-2018. He pulled the fraud and abuse hotline discussion for a future workshop date. In its place, Dr. Rendell had information to share with the Board regarding job description changes for three positions.

III. PRESENTATIONS

A. Community Schools Presentation by Andry Sweet, Chief Strategy Officer for Children’s Home Society Corporate

Ms. Jiménez was present at 1:05 p.m.

Dr. Rendell introduced Pelican Island Elementary School Principal, Chris Kohlstedt; and Ms. Andry Sweet, Chief Strategy Officer for Children’s Home Society Corporate. Ms. Sweet explained that the Community School partnership with Pelican Island Elementary would bring to the school outside services to assist students and families with social issues regarding hunger, sickness, and homelessness that negatively affected student learning. Mrs. Blanco presented data from the survey done in 2014, US Census Data, and Health and Community data that explained the need for services and the school grade for Pelican Island Elementary School that was below State Standards for academic success. She said that the school population consisted of 83.16 percent of the families at or below poverty levels. Board Members discussed the Community Schools concept and asked questions regarding the support needed for student success. Board Members said that more parents needed to be included on the Steering Committee.

B. School Calendar for 2017-2018

Dr. Rendell stated that the proposed 2017-2018 School Calendar and Survey had been posted to the homepage of the District's website. Dr. Suit reviewed the process and the makeup of the Calendar Committee. Dr. Rendell explained that the feedback from the Superintendent's Cabinet was to split the dates for orientation between elementary and secondary to give parents, with multiple children, an opportunity to attend orientations at multiple schools. This would also give elementary teachers a few additional days in the fall to prepare for orientation, as opposed to high school teachers that preferred the earlier orientation date. The proposed start date for Teachers was August 7, 2017. The proposed start date for Students was August 14, 2017. The last day for Teachers was proposed for May 25, 2018, and for Students it was May 24, 2018.

Board Members asked whether or not early release dates were beneficial for student achievement. Dr. Rendell stated that the early release time was beneficial for student achievement, from the feedback he heard from the Teachers' Union. He said that this year's training opportunities were menu driven and included a choice for technology training on FOCUS. Board Members discussed a concern about the lack of meaningful teaching on half days on Fridays for secondary schools. Dr. Rendell noted that the half days were Union negotiated and that there were ways to address their concern. He stated that his Student Council reported that they were still getting valuable instruction on the half days. Dr. Rendell said that he could bring back information from Professional Development to see if it was beneficial. Community Member spoke on the subject. Board Member asked if all employees received a copy of the proposed calendar. Dr. Rendell said that it was on the website but that he would send an email to all employees, with a copy of the proposed calendar.

C. School Start Times for 2017-2018

Dr. Rendell announced that the District was scheduling two, town hall meetings to present the proposed, new start times for 2017-2018 as follows:

November 1nd at Oslo Middle School at 6 p.m.

November 3rd at Sebastian River Middle School at 6 p.m.

The proposed, new start times were:

Proposed School Start Times:

7:45 am – 2:35 pm High School

8:25 am – 3:10 pm Elementary School

9:00 am – 3:45 pm Middle School

The purpose for the meetings was to share information and receive input from the community. Each meeting would feature a presentation from District staff, local medical experts, and conclude with a question and answer session. Anyone interested in learning more or wishing to give input about the proposed school start times would be encouraged to attend.

Dr. Rendell stated that research had proven that teens were more productive with the later start times and elementary students were ready to learn earlier in the day. He said that there were advantages and disadvantages. Dr. Rendell said that they truly wanted feedback from the community. He said that there may be issues that the District had not considered. Dr. Rendell said that Indian River School District was one of the few Districts left in Florida that had not changed their start times to coincide with research. Board Members discussed the issue and suggested that they bring up the disadvantages as well as the advantages.

~~D. Fraud and Abuse Hotline~~

Job Descriptions Market Analysis

Dr. Rendell noted that in place of the fraud and abuse hotline discussion, Dr. Fritz would present recommendations for three job descriptions and related salaries based on the Incentivate's Position and Market Analysis. The positions discussed were for Construction Manager, Data Specialist, and Human Resources Manager. Board Members discussed the information provided. They also requested that information be provided to clearly state what the current salary level was, what job duties were being added, and if the position was new or being combined into one position. It was also suggested that the District advertise the position before determining that a higher salary was justified to fill the position. Board Members asked when they would have an opportunity to discuss salaries for janitors and teachers who have had their duties increased over time.

- IV. ADJOURNMENT – Chairman Simchick
Meeting adjourned at approximately 3:59 p.m.

The District School Board of Indian River County met on October 25, 2016, at 6:00 p.m. The meeting was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Dale Simchick and Board Members: Matthew McCain, Claudia Jiménez, and Charles G. Searcy. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present. Vice Chairman Shawn R. Frost was not present. Prior to the meeting, a moment of silence was given by Chairman Simchick.

Business Meeting Minutes

- I. Business meeting was called to order by Chairman Simchick.
- II. Pledge of Allegiance to the Flag and Presentation of Colors by Vero Beach High School’s Air Force Junior ROTC Detachment 043 under the Direction of Wade E. Dues, Chief Master Sergeant (Retired), Aerospace USAF Science Instructor.
- III. **ADOPTION OF ORDERS OF THE DAY**
Chairman Simchick asked Board Members if they had any items they wished to move from the Consent Agenda. Dr. Rendell requested to remove Action E and Presentation C and to add Consent E. Approval of out of County Student Admission. Mr. McCain moved the adoption of the Orders of the Day adding Consent E and removing Presentation C and Action E. Ms. Jiménez seconded the motion and it carried unanimously, with a 4-0 vote.
- IV. **PRESENTATIONS**
 - A. Presentation to District School Board Members, Mr. McCain and Ms. Jiménez**
Plaques were presented to Board Members in recognition of their services to the School District of Indian River County. Ms. Jiménez spoke, briefly, regarding service to students and encouraged the community to stay involved and to run for office.
 - B. North Treasure Coast Chapter of the American Red Cross – CEO Ms. Ruwe**
Mr. Fidgeon introduced Ms. Ruwe, Executive Director of the Florida Coast Hartland Chapter of the American Red Cross. She thanked the School Board and Staff for their assistance during Hurricane Matthew. They opened four shelters with the help of the Principals and their Staff. Vero Beach High School Freshman Learning Center had 360 residents, Liberty Magnet (pet shelter) had 145 residents, with animals, Oslo Middle School had 249 residents, and Sebastian River Middle School had 445 residents for a total of 1,199 residents who were safe from the winds. They also thanked the District for offering the District Nurses, who volunteered at the shelters because Red Cross did not have the required nurses.

The School District also allowed Red Cross the use of the warehouse for hurricane preparations. Dr. Rendell noted that Treasure Coast Elementary was utilized as a special needs shelter that was operated by the Indian River County Health Department.

C. Community Schools – Mrs. Dampier

Removed

D. National Merit Scholarship Semifinalists

Merit Scholar designees were selected on the basis of their skills, accomplishments, and potential for success in rigorous college studies. The semifinalists from Indian River County School District were:

David Green, Sebastian River High School
Mark Green, Sebastian River High School
Jessica Howell, Sebastian River High School
From Vero Beach High School:
Nicola Bouldin, Vero Beach High School
Emily McCain, Vero Beach High School
Jacob Hoekzema, Vero Beach High School
Hanna Nuttall, Vero Beach High School
Joshua Tucker, Vero Beach High School
Sarah Weyand, Vero Beach High School

E. Musical Rendition by Vero Beach High School Sinfonia

In honor of Mr. McCain and Ms. Jiménez, Students from Vero Beach High School Sinfonia performed under the watchful eyes of Matthew Stott, Orchestra Teacher.

F. Short Video on School Initiatives

The video featured Jarez Parks, a Sebastian River High School Senior, who was chosen to play in the US Army's *All American Bowl*.

V. CITIZEN INPUT

No requests to speak were received.

VI. CONSENT AGENDA

Mr. Searcy requested to change the motion for the Orders of the Day by moving Consent C for discussion. Ms. Jiménez seconded the motion and it carried unanimously, with a 4-0 vote. Chairman Simchick called for a motion to adopt the Consent Agenda. Ms. Jiménez moved approval of the Consent Agenda, moving Consent C for discussion, and Mr. Searcy seconded the motion. Ms. Jiménez highlighted Consent D regarding the \$120,000 grant for School Improvement Initiatives. The motion carried unanimously, with a 4-0 vote.

A. Approval of Minutes – Dr. Rendell

1. Discussion Session held 10/11/2016
 2. Business Meeting held 10/11/2016
- Superintendent recommended approval.

B. Approval of Personnel Recommendations – Dr. Fritz

Attached was a list of personnel recommendations that included personnel additions, terminations, and/or changes. Superintendent recommended approval.

C. Approval of Renewal Contract with ACTS Retirement Communities, Inc., for 2016-2017 – Mrs. Dampier

Moved

D. Approval of Title I School Improvement Initiative 1003(a) Grant for 2016-2017 – Mrs. Dampier

The funding purpose and priority of the school improvement initiative grant, SIG 1003 (a), was to implement supplemental programs, activities, or strategies that specifically addressed improving the academic achievement of students. The District's apportioned share of the Title I School Improvement Initiative SIG 1003(a) entitlement allocation was \$120,368.00. The Florida Department of Education (FDOE) based calculations was for 2016-2017 SIG 1003(a) funding on 2013-2014 school grade data. Schools classified by FDOE as priority and focus status, according to 2013-14 school grades, were eligible for 2016-2017 SIG funds. Three District schools, Dodgertown Elementary, Indian River Academy, and Pelican Island Elementary, were eligible to receive the SIG funds. The funds must be used to supplement other State and local funds and Title I Part A, funds. The SIG strategies and activities were aligned to each school's School Improvement Plan and the FDOE Differentiated Accountability (DA) strategies. SIG funds would enhance the District's efforts to improve student achievement through school improvement initiatives. Superintendent recommended approval.

E. Approval of Student Admission for 2016-2017 School Year – Ms. Dampier

This was a request to attend school in Indian River County from Brevard County. All necessary documents were received. Superintendent recommended approval.

Items moved from Consent Agenda:

C. Approval of Renewal Contract with ACTS Retirement Communities, Inc., for 2016-2017 – Mrs. Dampier

Certified Nursing Assistant training required that each student participate in a 40-hour clinical prior to taking the Certified Nursing Assistant Exam. This agreement between the School District of Indian River County and ACTS Retirement Services, Inc., d/b/a Indian River Estates, enabled students to participate in a clinical internship. The Curriculum and Instruction Department recommended approval of a contract with ACTS Retirement Services, Inc., d/b/a Indian River Estates, to provide students with the opportunity to complete their clinical experience. Instruction and supervision was delivered by fully-certified Florida teachers. There was no cost to the School District for the clinical internship. The contract had been reviewed by the Board Attorney and approved. The Certificate of Insurance had been reviewed by Risk Management and approved. Superintendent recommended approval.

Mr. Searcy asked about the School District's responsibility to provide qualified instructors and/ a certified teacher. Dr. Rendell stated that in order to teach the program the instructor had to be a licensed nurse (LPN) or registered nurses (RN). Chairman called for a motion. Mr. McCain moved approval of the renewal contract with ACTS Retirement Communities, Inc., for 2016-2017. Ms. Jiménez seconded the motion and it carried unanimously, with a 4-0 vote.

VII. ACTION AGENDA

A. Approval to Piggyback Bid PEPPM National Cooperative Contracts Bid to Purchase Wireless Access Points from Maxis360 - Mr. Green

Pursuant to School Board Policy 6320, the Superintendent's authority was limited to purchase commodities and/or contractual services where the total amount did not exceed \$50,000. This request was to grant the authority for the Superintendent to issue purchase orders as per the terms listed below. Maxis360 would provide the District with Wireless Access Points to be installed at various schools throughout the District. This purchase would allow for the expansion of wireless coverage in areas where the coverage was known to be weak or lacking. The cost impact to the District was \$165,437.50. This purchase would be funded through the 0.6 voter approved millage. Superintendent recommended approval.

Mr. Green thanked the community for supporting the schools through technology. He said that the District now had 176 one-to-one classrooms. This was Phase IV of the four-year millage. Chairman Simchick called for a motion. Ms. Jiménez moved approval to piggyback bid PEPPM National Cooperative Contracts Bid to purchase wireless access points from Maxis360. Mr. McCain seconded the motion and it carried unanimously in favor of the motion, with a 4-0 vote.

B. Approval of Revised Construction Management at Risk (CMAR) Agreement Template – Mr. Morrison

Approval was requested for the changes/revisions to the District's Construction Management at Risk (CMAR) Agreement. The proposed changes were being recommended based on the results of Attestation Reports, consultations with the Auditor, consultations with the School Board's Attorney, and industry best practice. The proposed changes were summarized on the memorandum attached to this agenda item and the revised Construction Management at Risk (CMAR) Agreement was attached that detailed the changes and revisions. Superintendent recommended approval.

Chairman Simchick called for a motion. Mr. McCain moved approval of the revised Construction Management at Risk (CMAR) Agreement template. Mr. Searcy seconded the motion. Board Member asked questions. Mr. Morrison spoke to the question regarding industry standards and past issues with overpayments. The Board voted unanimously, with a 4-0 vote.

C. Approval of Construction Management at Risk Contract with Proctor Construction Company for the Vero Beach High School Citrus Bowl Phased Renovations (SDIRC #04-0-2017JC) – Mr. Morrison

Approval was recommended for the Construction Management at Risk (CMAR) Contract between the School Board of Indian River County and Proctor Construction Company for the Vero Beach High School Citrus Bowl Phased Renovations (SDIRC #04-0-2017JC). This project would consist of removal of existing restrooms, reconstruction of new ADA compliant restrooms, removal of existing home locker room, reconstruction of new ADA compliant home locker room, construction of new visitor locker room beneath bleachers similar to home locker room, and removal of visitors' locker room portables. The Design Phase Fee in the amount of \$65,000.00 and the Overhead & Profit fee of 4.25% were negotiated between the Contractor and the District on September 22, 2016. Upon Board approval of this contract, the Contractor and the District would begin to establish and negotiate a Guaranteed Maximum Price (GMP) for the project. The final GMP would be submitted for approval at a future Board Meeting. Superintendent recommended approval.

Chairman Simchick called for a motion. Ms. Jimenez moved approval of the Construction Management at Risk Contract with Proctor Construction Company for the Vero Beach High School Citrus Bowl Phased Renovations (SDIRC #04-0-2017JC). Mr. McCain seconded the motion. Board Member asked questions. In answer, Mr. Morrison said that they would break out the additional expenses GMP (Guaranteed Maximum Price) and bring it back to the Board for approval. He said that the decision to go with a CMAR versus a hard bid depended upon the situation. This decision today was driven by the timeline. The Board voted in favor of the motion with a 3-1 vote. Mr. McCain, Ms. Jimenez, and Chairman Simchick voted in favor of the motion. Mr. Searcy voted against the motion.

D. Approval to Establish Medical Insurance Premiums and Board Contributions for Non-Represented Employees and Retirees – Dr. Fritz

Approval would establish health insurance premiums and Board contributions for non-represented employees as well as pre-65 retirees. Approval also established rates for post-65 retirees. Rates would take effect on November 1, 2016. The Medicare eligible retiree rate may be amended later in the plan year, if needed. Superintendent recommended approval.

Dr. Rendell stated that over the last several years the District did not collect enough in premiums to cover the cost of providing the self-insured employee health insurance program. He said that as a result, the District had been operating in a deficit. The School Board directed that the deficit not be passed on to employees. Consequently, the School District covered the deficit of the Safe Harbor Reserve (equal to 60-days of operating expenses-\$3 million) and the current deficit of \$3.9 million from the general fund reserves to cover both deficits. Dr. Rendell stated that overall the increase in premiums was 32%; however, individual rates per plan may be higher. These rate increases were for the non-bargaining group, as the District was currently in negotiations with the two bargaining groups. Dr. Fritz stated that these rates were the exact same rates that were on the table for both unions. He was concerned with any delay in negotiating the rates because the delay would result in an increase to their monthly premiums to makeup the past premiums due.

Chairman Simchick called for a motion. Mr. McCain moved approval to establish medical insurance premiums and Board contributions for non-represented employees and retirees as presented. Ms. Jiménez seconded the motion. Board Members spoke to the increase in premiums. The Board voted unanimously in favor of the motion, with a 4-0 vote.

E. Approval of Contract with Certified Nursing Clinical Contract with Palm Garden for 2016-2017 School Year – Mrs. Dampier

Removed from the Agenda.

VIII. SUPERINTENDENT'S REPORT

Dr. Rendell thanked Mr. McCain and Ms. Jiménez for their selfless service to the School District. As a new Superintendent, he thanked them for helping him learn the ropes. Dr. Rendell said that he knew that all of the decisions that they made over the past eight years were for the benefit of children.

IX. DISCUSSION

No discussion items.

X. SCHOOL BOARD MEMBER MATTERS

Mr. Searcy congratulated Dr. Rendell on his daughter's recent appointment as the President of the Junior National Honor Society at Storm Grove Middle School.

Mr. McCain thanked everyone for their kind words. He briefly reviewed some of the hurdles that they had to address as Board Members such as the \$10 million holdback, another \$8 million, and another \$10 million hit. Glad that we were able to get through it as a District. He thanked staff for their professionalism during that time and over the past eight years. Mr. McCain mentioned how he enjoyed working with Dr. Rendell and the past Superintendents; and the assistance he received from the Board's Executive Assistant, Ms. Judy Stang.

Ms. Jimenez thanked former Board Members, as well as Dr. Rendell and Mrs. D'Agresta, for their assistance. She mentioned the workshop held earlier in the day and the turnaround meeting she attended for Pelican Island. Ms. Jimenez said that the District was moving in a great direction. She thanked everyone, including the present Board Members, and including Mr. Searcy that she agreed with more often than disagreed with.

Chairman Simchick said that she enjoyed working with both Mr. McCain and Ms. Jimenez. She said that this Board had worked together well which makes good government. Chairman Simchick announced that this would be her last day as Chairman. She said that change was always positive. Chairman Simchick thanked the Board for the opportunity to serve as Chairman and wished the two Board Members leaving best wishes and asked them to stay in touch.

XI. INFORMATION AGENDA

A. Financial Report for Month Ending August 2016 - Mr. Morrison

Attached were the Financial Reports for the month ending August 31, 2016.

B. Recurring Vendor First Quarter Report of Released Purchase Orders - Mr. Morrison

Pursuant to Action Agenda Item E., Business Meeting held June 28, 2016, staff, hereby, presented the first quarter, fiscal year 2016-17 Report of Released Purchase Orders for all vendors included on the Recurring Vendor List. This report was updated on a perpetual basis and ensured that previously approved expenditure amounts were not exceeded. Attached was backup. Superintendent recommended approval.

XII. SUPERINTENDENT'S CLOSING

Dr. Rendell reminded the Board that there was an executive meeting immediately following the Board Meeting.

XIII. ADJOURNMENT – Chairman Simchick

Meeting adjourned at approximately 6:54 p.m.

The District School Board of Indian River County met on November 7, 2016, at 6:00 p.m. The meeting was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Dale Simchick, Vice Chairman Shawn R. Frost, and Board Member Charles G. Searcy. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present. Board Members, Matthew McCain, Claudia Jiménez, were not present. Prior to the meeting, a Moment of Silence was led by Chairman Simchick.

Special Business Meeting Minutes

- I. Meeting was called to order by Chairman Simchick.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG
- III. ADOPTION OF ORDERS OF THE DAY
Chairman Simchick called for a motion. Mr. Searcy moved approval of the Orders of the Day. Mr. Frost seconded the motion and it carried unanimously, with a 3-0 vote.
- IV. CITIZEN INPUT
No requests.
- V. CONSENT AGENDA
Chairman Simchick called for a motion. Mr. Frost moved approval of the Consent Agenda. Mr. Searcy seconded the motion and it carried unanimously, with a 3-0 vote.
 - A. Approval of Personnel Recommendations – Dr. Fritz**
Attached was a list of personnel recommendations that included personnel additions, terminations, and/or changes. Superintendent recommended approval.
 - B. Approval of Agreement with Palm Garden of Vero Beach for 2016-2018 – Mrs. Dampier**
Certified Nursing Assistant training required that each student participate in a 40-hour clinical prior to taking the Certified Nursing Assistant Exam. This agreement between the School District of Indian River County and Palm Garden enabled students to participate in that clinical internship. The Curriculum and Instruction Department recommended approval of a contract with Palm Garden to provide students with the opportunity to complete their clinical experience. Instruction and supervision was delivered by fully-certified Florida teachers. There was no cost to the School District for the clinical internship. The contract had been reviewed by the Board Attorney and approved. The Certificate of Insurance had been reviewed by Risk Management and approved. Superintendent recommended approval.

- VI. ADJOURNMENT – Chairman Simchick
Meeting adjourned at approximately 6:00 p.m.

CONSENT AGENDA 11/22/16

Personnel Recommendations

1. Instructional Changes
Chopie, Alexander – VBHS, change start date from 11/8/16 to 11/14/16
2. Instructional Leaves
Acevedo, Herminio – VBHS, 10/11/16-12/1/16
D'Ambra, Sarah – Gifford Middle, 11/14/16-12/2/16
Ihnen, Brian – VBHS, 10/27/16-11/4/16
Lindgren, Christina – Dodgertown, 11/16/16-2/22/17
Miller, Ida – Storm Grove Middle, 9/20/16-11/30/16
Sandgren, Ryan – Citrus, 9/23/16-10/31/16
Wagner, Dawn – Osceola Magnet, 11/9/16-12/16/16
3. Instructional Promotions
4. Instructional Transfers
Sturgeon, Jaime – from SRMS Social Studies Teacher to SRHS IB Coordinator 1/4/17
5. Instructional Separations
Acevedo, Herminio – VBHS, resignation 12/1/16
Flores, Eddy – SRHS, resignation 11/22/16
Gawler, Sally – Storm Grove Middle, retirement 5/26/17, pending FRS attestation
Harrison, Betsy – Alternative Center for Education, retirement 4/7/17, pending FRS attestation
Sears, Mary Sue – Liberty Magnet, resignation 11/7/16
Threlkeld, Lucy – Technical Center for Career and Adult Education, resignation 1/27/17
Vega, Lillian – Pelican Island, resignation 11/4/16
Wiggins, Ellen – Oslo Middle, retirement, exiting DROP 11/23/16
Zitsch, Michele – Dodgertown, retirement, entering DROP 11/1/16
6. Instructional Employment
~~Camba, Alison – SRHS, French Teacher 11/28/16~~
~~Luster, Mickeya – Citrus, Math/Science Teacher 11/28/16, sunset position~~
McNair, Jessica – Gifford Middle, Reading Teacher 11/28/16
Morse, Debra – Rosewood Magnet, Media Specialist 11/28/16, sunset position
Neiman, Therese – ESE, Resource Specialist, pending background clearance
Torres, Christopher – SRHS, Head Baseball Coach 11/28/16, supplement only
7. Support Staff Changes

8. Support Staff Leaves
Besancon, Rhonda – Purchasing, 11/7/16-12/2/16
Cusson, Patricia Kelly – ESE, 11/8/16-1/3/17
Rangel, Enedelia – Pelican Island, 10/17/16-11/4/16
Remole, Darrell – Physical Plant, 10/26/16-11/14/16
Robinson, Elmer – I.T., 9/26/16-11/14/16
Screws, Donald – Physical Plant, 10/11/16-1/2/17
Ward, Trudy – VBE, 10/31/16-12/12/16
9. Support Staff Promotions
10. Support Staff Transfers
Guerrero, Paul – from Fellsmere Custodian to Dodgertown
Custodian 11/4/16
Seese, Jeffery – from SRHS Head Custodian to Physical Plant,
Plant Operator I 10/13/16
11. Support Staff Separations
Brundige, Stanley – Alternative Center for Education, deceased
10/26/16
Cernigliaro, Michael – Transportation, resignation 11/25/16
Fisher, Dustin – Beachland, resignation 10/28/16
Herndon, Patsy- Transportation, retirement 11/1/16, pending FRS
attestation
Manny, Elaine – Technical Center for Career and Adult Education,
retirement, entering DROP 10/1/16
O'Neal, Laura – Transportation, resignation as Transportation
Operations Manager 1/3/17
Prescott, Shirley- ESE, resignation 11/4/16
12. Support Staff Employment
Dixon, Latara – Transportation, Bus Driver 11/28/16
Herlan, Kyla – Wabasso, ESE Teacher Assistant 11/28/16
McGinty, Elaine – ESE, School Psychologist 11/28/16
Moore, John – Transportation, Mechanic 11/28/16
Paris, Johntavia – Indian River Academy, Extended Day Program,
Student Worker 11/28/16
Shelly, Cheree – Sebastian Elementary, Secretary I 11/28/16
Stilianos, Dianna – Transportation, Bus Driver 11/28/16
Stinson, Jamethia – Transportation, Bus Driver 11/28/16
13. Administrative Separations
14. Administrative Employment
15. Administrative Leaves
16. Approval of Placement in Instructional Substitute Pool
Al-khatib, Amira – Substitute Teacher 11/28/16
Blaes, Samantha – Substitute Teacher 11/28/16

Canton, Elena – Substitute Teacher 11/28/16

Harp, Misty – Substitute Teacher 11/28/16

Hopkins, Lori – Substitute Teacher 11/28/16

Mangieri, Melissa – Substitute Teacher 11/28/16

Threlkeld, Lucy – Technical Center for Career and Adult Education,
Substitute Teacher 1/30/17

17. Approval of Placement in Support Staff Substitute Pool

O'Neal, Laura – Transportation, Substitute Bus Driver 1/4/17

18. Approval of a new job description, Data Specialist.

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

DATA SPECIALIST

JOB DESCRIPTION

QUALIFICATIONS:

- (1) Associate's degree from an accredited institution or high school diploma and two (2) years of job related experience.
- (2) Minimum of two (2) years of successful experience entering schedules, attendance or discipline data into a student information system (SIS).
- (3) Valid Florida's driver's license.
- (4) Satisfactory criminal background check and drug screening.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of current computing technologies and software applications appropriate to the position's job responsibilities. Ability to communicate effectively both orally and in writing. Ability to handle details accurately. Demonstrated knowledge of modern office practices and procedures. Demonstrated ability to deal effectively with parents, students, teachers and the public. Ability to provide superior customer service.

REPORTS TO:

Systems Administrator

JOB GOAL

Provide technology and data support to administration, faculty, and staff.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- (1) Performs data collection activities to collect and accurately input data in a timely fashion.
- (2) Maintains a working knowledge of data entry procedures and report capabilities of the system.
- (3) Assists schools with scheduling, enrollment, and reporting data.
- (4) Research, create, input, format, organize, and edit relevant data as needed or requested and prepare in a useable format.
- (5) Provides technical assistance to school and district office personnel in the use of operational systems.
- (6) Prepares data-monitoring reports for teachers, school administrators and District departments as assigned.
- (7) Helps establish appropriate data collection procedures for required data, including student, school, and district level data.
- (8) Prepares error correction reports and assists with correction.
- (9) Helps with providing training and technical assistance to staff regarding the student information system and associated programs.

DATA SPECIALIST (Continued)

- (10) Follows adopted policies and procedures in accordance with School Board priorities.
- (11) Conducts oneself in the best interest of students, in accordance with the highest traditions of public education and in support of the District's Mission Statement.

Employee Qualities/Responsibilities

- (12) Meet and deal effectively with staff members, administrators and other contact persons using tact and good judgment.
- (13) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- (14) Ensure adherence to good safety standards.
- (15) Maintain confidentiality regarding school/workplace matters.
- (16) Model and maintain high ethical standards.
- (17) Maintain expertise in assigned area to fulfill position goals and objectives.
- (18) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

Inter/Intra-Agency Communication and Delivery

- (19) Exercise service orientation when working with others.
- (20) Keep supervisor informed of potential problems or unusual events.
- (21) Use effective, positive interpersonal communication skills.
- (22) Respond to inquiries and concerns in a timely manner.
- (23) Serve on district committees as required or appropriate.

System Support

- (24) Exhibit interpersonal skills to work as an effective team member.
- (25) Follow federal and state laws as well as School Board policies, rules and regulations.
- (26) Demonstrate support for the school district and its goals and priorities.
- (27) Demonstrate initiative in identifying potential problems or opportunities for improvement.
- (28) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- (29) Participate in cross-training activities as required.
- (30) Perform other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:

Medium Work: Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently and/or up to 10 pounds of force as needed to move objects.

Job Description Supplement 12

TERMS OF EMPLOYMENT:

Professional/Technical	Grade F	250 days worked per year (12 months)
FLSA Exempt		

EVALUATION:

Performance of this job will be evaluated in accordance with provisions of the Board's policy on evaluation of personnel.

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2017 Additional FLSA Non-Exempt Positions

TITLE	
AUDITORIUM DIRECTOR	Non-Exempt
CERTIFICATION ANALYST	Non-Exempt
COMPUTER PROGRAMMER I	Non-Exempt
COORDINATOR OFF OF ATTENDANCE	Non-Exempt
EDUCATION TECHNOLOGY SPEC	Non-Exempt
EMPLOYEE BENEFITS SPECIALIST	Non-Exempt
ESE JOB COACH	Non-Exempt
ESE SIGN LANGUAGE INTERPRETER	Non-Exempt
FOOD SERVICE MANAGER HIGH SCHO	Non-Exempt
FOOD SERVICE MANAGER MIDDLE SC	Non-Exempt
FOOD SERVICE MANAGER, HS W/ELD	Non-Exempt
FOOD SERVICE SPECIALIST	Non-Exempt
HEALTH SRVCS COORDINATOR, ASST	Non-Exempt
INSURANCE SPECIALIST	Non-Exempt
PHYSICAL PLANT SPECIALIST	Non-Exempt
PROPERTY RECORDS COORDINATOR	Non-Exempt
SCHEDULING TECHNICIAN	Non-Exempt
SCHOOL PSYCHOLOGIST	Non-Exempt
SCHOOL SOCIAL WORKER	Non-Exempt
STDNT SUPPORT/FIN AID SPC	Non-Exempt
STUDENT SUPPORT SPECIALIST 10	Non-Exempt
SUPERVISOR EXT DAY PROG	Non-Exempt
TRANSPORTATION ROUTING MNGR	Non-Exempt

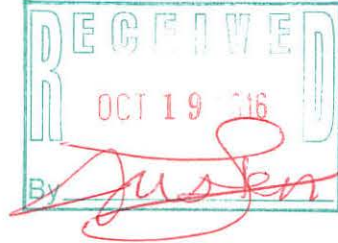
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OCT 18 2016

VERO BEACH HIGH SCHOOL

1707 16th Street, Vero Beach, Florida 32960

Mr. Shawn O'Keefe, Principal



October 13, 2016

Dr. Mark J. Rendell, Superintendent
School Board Members
Indian River County School District
1990 25th Street

RE: SDIRC Board Rule 7.17

Vero Beach High School would like to request approval for a donation in the amount of \$1,840 that our school received from OneBlood, Inc., 8669 Commodity Circle, Orlando, FL 32819.

At the request of the donor, the money will be deposited into HOSA's internal account and the funds will be used to benefit that program.

Very truly yours,

A handwritten signature in black ink, appearing to be 'Shawn O'Keefe', written over a horizontal line.

Shawn O'Keefe

VBHS Main Campus
Telephone: (772) 564-5600
Fax: (772) 564-5553

Freshman Learning Center
Telephone: (772) 564-5800
Fax: (772) 564-5679

" It's Great To Be A Fighting Indian! "

School District of Indian River County


OCT 27 2016

LIBERTY MAGNET SCHOOL

"An IBO World School - Primary Years Program"

6850 81st Street • Vero Beach, FL 32967 • (772) 564-5300 • Fax: (772) 564-5303

Takeisha Harris
Principal

Kelly Good
Assistant Principal

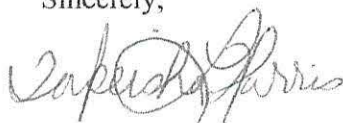
October 21, 2016

Dr. Mark Rendell, Superintendent
School District of Indian River County
1990 25th St.
Vero Beach, Fl. 32960

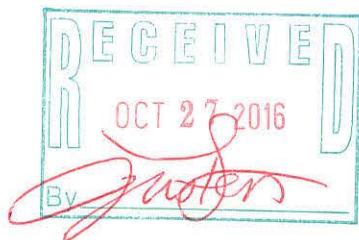
Dear Dr. Rendell,

Please notify the School Board of a generous donation that Liberty Magnet Elementary received from our PTA. A check for the amount of \$1500.00 was receipted and deposited directly into our Internal Accounts. These funds are to be used for the Principal's Challenge summer reading program rewards.

Sincerely,



Takeisha Harris
Principal



JA

OCT 27 2016

LIBERTY MAGNET SCHOOL
"An IBO World School - Primary Years Program"

6850 81st Street • Vero Beach, FL 32967 • (772) 564-5300 • Fax: (772) 564-5303

Takeisha Harris
Principal

Kelly Good
Assistant Principal

October 5, 2016

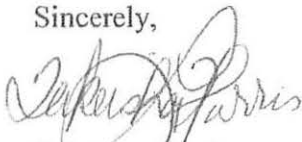
Dr. Mark Rendell, Superintendent
School District of Indian River County
1990 25th St.
Vero Beach, Fl. 32960

Dear Dr. Rendell,

Please notify the School Board of a very generous donation Liberty Magnet Elementary received from the Indian River Community Foundation/Mr. W. Peter Williams Fund. A check for the amount of \$1000.00 was receipted and deposited directly into our Internal Accounts. These funds are to be used for our ESE Department to purchase a "Steamroller Ramp" for our students of Autism.

Thank you .

Sincerely,



Takeisha Harris
Principal





Rosewood Magnet School

3850 16th Street ☘ Vero Beach, FL 32960

(772) 564-3840 ☘ Fax (772) 564-3888

"A Rich Tradition, A Bright Future"

An Honor Roll School

Date: October 25, 2016

To: School Board Members

From: Casandra Flores, Principal

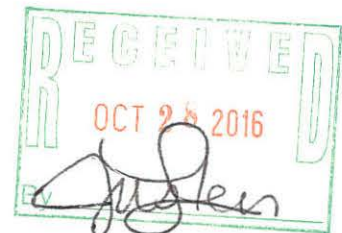
Regarding: Donation

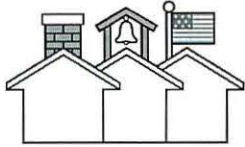
Rosewood Magnet School received a donation of \$2,000.00 from Rosewood Magnet PTA to offset cost of the 5th grade Sea Camp field trip.

These funds were deposited into Rosewood Magnet's internal funds.



Casandra Flores, Principal





School District of Indian River County

6500 57th Street • Vero Beach, Florida, 32967 • Telephone: 772-564-3000 • Fax: 772-569-0424

Mark J. Rendell, Ed.D. - Superintendent

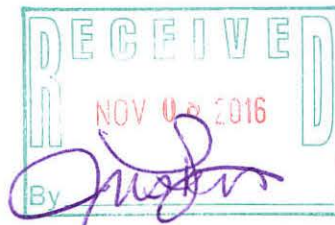
Date: November 7, 2016
To: Carter Morrison
From: Megan Kendrick
Regarding: *Request for Approval of Donation*

A donation of \$5000.00 was received from The Learning Alliance. The donation will fund Teacher of the Year expenses.

These funds were deposited into the District Office internal funds account entitled Professional Development Teacher of the Year.

Please forward this request for review and approval as appropriate.

Megan Kendrick, Coordinator; Professional Development



"Educate and inspire every student to be successful"

Shawn R. Frost • Dale Simchick • Matthew McCain • Charles G. Searcy • Claudia Jiménez
District 1 District 2 District 3 District 4 District 5

"To serve all students with excellence"
Equal Opportunity Educator and Employer

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Field Trip Request Form

Date Submitted 6/15/16

Date of Field Trip 3/22/2017

This form is to be completed, signed and returned to Bookkeeper FIRST at least 14 days prior to the date of the activity.

The (organization or class) Orchestra requests permission to sponsor the following field trip Winter Park Ski-Music Festival, Winter Park, CO
(Activity name)

This field trip will depart on 3/22/17 (date) at 5:30 a.m. (time) and return on 3/27/17 (date) at 6:00 p.m. (time).

Destination Winter Park, CO

Accommodation Location (overnight only) Snow Mountain Cabins, arranged by WP Ski-Music Festival tel. # 434-951-8440

The academic purpose of this field trip is (specify student performance standards):
MU.68.C.1.1 and MU.68.C.1.2 Critical Thinking and Reflection on Music Performance

What instruction will occur prior to the trip? Historical Information concerning Colorado and the Orchestral Music history. Performance for Adjudication

What follow-up activities will strengthen the learning after the trip? Reflective Discussion/Essay
(please add a separate sheet of paper if needed)

We plan to charge \$ ~\$1000 per student.

Number of students attending 40 # of Chaperones 14 (1 per 10 students)

Please attach a list of the Chaperones to this sheet

Transportation Company Magic Carpet Ride, Southwest Airlines Tel. # 772-569-1777

Sponsor's name Richard Ballinger

Work tel. # 772-564-3952 Cell tel. # 772-539-2876

Is there a “per student” charge? If yes, how much? _____

Is a substitute teacher needed? _____ Approximate cost of substitute teacher _____

Approval of Request:

____ Sponsor/Person requesting
 ____ Back up Sponsor
 ____ Bookkeeper
 ____ Activities Director/ A.P.
 ____ Administrator signature
 ____ School Board (if necessary)

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SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

Telephone: (772) 564-4170 • Fax: (772) 564-4182

October 1, 2016

Mrs. Dampier,

The Sebastian River High School International Baccalaureate seniors are planning an educational trip to Washington, D.C. from March 18-22, 2017. The trip includes visits to several historic and iconic sites including Ford's Theater, Arlington National Cemetery, the Pentagon, the National Spy Museum, the White House and Capitol buildings, the USS Marine Memorial, and the National Mall Memorial.

The trip is being planned and organized by IB Social Studies teacher, Mrs. Lori Infanzon. The trip will be fully funded by fundraising efforts and IB students and parents volunteering to take part in the trip. There is no cost to the school district and insurance has been secured.

The IB Seniors have attended other out of state trips in past years with great success. Mrs. Infanzon and the IB Seniors have my support to take part in this educational field trip opportunity. Thank you in advance for your attention to this request.

Sincerely,



Todd Racine

"You Can't Hide That Shark Pride"

Todd Racine
Principal

Dariyall Brown
Assistant Principal

Michele Holmes
Assistant Principal

Kelly Ward
Assistant Principal

William Wilson III
Assistant Principal

Madison Flory
Guidance Counselor

Kim O'Keefe
Guidance Counselor

Wendy Palmer
Guidance Counselor

Lynn Phillips
Guidance Counselor

Enrique Valencia
Guidance Counselor





SCOTTSDALE INSURANCE COMPANY®

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One Nationwide Plaza • Columbus, Ohio 43215

Administrative Office:

8877 North Gainey Center Drive • Scottsdale, Arizona 85258

1-800-423-7675 • Fax (480) 483-6752

www.scottsdaleins.com

Special Event Supplemental General Liability Application

(Complete in addition to ACORD General Liability Application)

Name of Applicant: School District of Indian River County

Web site Address: www.indianriverschools.org

1. **Description of event** (attach any flyers, brochures, etc.): student field trip to Washington D.C. during Spring Break 2017

Maximum daily attendance: _____ Total attendance: _____ Sales: \$0

Length of event: 5 days Estimated age group of audience: From 16 to 50

No. of Participants: ~~1-500~~ 15-20 Do participants sign waiver of liability agreements? ☒ Yes ☐ No

2. **Applicant's experience** in conducting events of this or similar nature: I have led 4 previous out-of-state student trips to Washington, D.C. and New York City as a teacher in the SDIRC.

Is applicant an event coordinator? ☒ Yes ☐ No

3. Rides:

Will rides be provided? ☐ Yes ☒ No

If yes, type of rides: _____

Will ride operators hold applicant harmless? ☐ Yes ☐ No

Does applicant have certificates of insurance from the ride vendors? ☐ Yes ☐ No

Rides inspected? ☐ Yes ☐ No

Do rides have signs clearly marking age, height, and size limitations? ☐ Yes ☐ No

Will applicant be in compliance with state laws regulating amusement ride inspections? ☐ Yes ☐ No

4. Entertainment:

Will live entertainment be provided? ☐ Yes ☒ No

If yes, describe: _____

If a concert, type of music: ☐ classical ☐ jazz ☐ rap ☐ blue grass ☐ country/western

☐ gospel ☐ R&B ☐ alternative ☐ hard rock ☐ heavy metal

☐ hip-hop ☐ gothic ☐ other (describe): _____

Any special effects for the concert? ☐ Yes ☐ No

If yes, describe: _____

If fireworks are planned, is pyrotechnician licensed? ☐ Yes ☐ No

Distance between fireworks staging area and audience? _____

Spectators allowed in fireworks staging area? ☐ Yes ☐ No

Will firemen be present? ☐ Yes ☐ No

5. **Bicycle/Running Event:**

Is the route surface free of hazards and clearly marked? ☐ Yes ☐ No

Will all pedestrians and vehicular traffic be rerouted? ☐ Yes ☐ No

6. **Under 21 Dance, Grad Night or Prom:**

Are students allowed to leave and return? ☐ Yes ☐ No

7. **Haunted House:**

Describe building and construction: _____

Age: _____ Condition: _____

Are there separate entrances and exits? ☐ Yes ☐ No

Has the house been inspected by a Fire Marshall? ☐ Yes ☐ No

Does the house meet all local, city and state codes? ☐ Yes ☐ No

Describe any temporary structures: _____

Are the following present? ☐ Yes ☐ No

☐ Unlit stairs

☐ Moveable Floors

☐ Sinking Floors

☐ Slides

☐ Suspended Bridges

☐ Electric Shock Devices

☐ Fire or Flash Powders

Describe special effects: _____

Does applicant have lead and follow-up guides? ☐ Yes ☐ No

Ratio of attendants to the public: _____ Number of persons per group: _____

Age of clients: _____ Are children supervised? ☐ Yes ☐ No

Does applicant have a door monitor? ☐ Yes ☐ No

Does applicant have the public participate in stunts? ☐ Yes ☐ No

Does anyone touch the public? ☐ Yes ☐ No

If yes, explain: _____

Does applicant have a gift shop or concession stand? ☐ Yes ☐ No

If yes, receipts: _____

8. **Parade:**

Will souvenirs or other items be thrown into the crowd? ☐ Yes ☐ No

If yes, what is thrown: _____

Animals in the parade are: _____

Are all of the animals insured against third-party liability claims by the owner? ☐ Yes ☐ No

If yes, what are the minimum liability limits required of the owners: _____

Length of parade route: _____ Number of floats: _____ Number of Equestrians: _____

Number of bands: _____ Number of motorized vehicles and/or floats: _____

9. **Rodeo:**

Name(s) of rodeo promoter/company/stock contractor: _____

Does the rodeo board the stock in the applicant's facility overnight? ☐ Yes ☐ No
Does the rodeo company maintain responsibility for security of stalls/pens used to board the stock? ☐ Yes ☐ No
Are the transfer areas between the animal pens and the competition restricted from the general public? ☐ Yes ☐ No
Rodeo arena specifics: ☐ Indoors ☐ Outdoors ☐ Permanent ☐ Temporary

10. Political Rally:

Please describe: _____

11. Security (indicate type and number of each):

☐ Independent security co.: _____ ☐ Off-duty police: _____
☐ Employed security: _____ ☐ Chaperons: _____

Is there a written emergency plan in the event of an accident? ☐ Yes ☐ No
Does independent security company provide a certificate of insurance? ☐ Yes ☐ No
Do they hold the applicant harmless? ☐ Yes ☐ No

12. Stadiums:

Are bleachers or platforms to be used? ☐ Yes ☐ No
If yes, type: ☐ portable ☐ permanent
Back and side railings provided? ☐ Yes ☐ No
Construction: ☐ Wood ☐ Steel ☐ Concrete
Height in feet: _____ Age of bleachers or platform: _____
Are patrons protected from, and warned against, potential flying objects? ☐ Yes ☐ No
Are patrons allowed on the field, track or pit area? ☐ Yes ☐ No
Is public address system clearly audible in all parts of the facility? ☐ Yes ☐ No
Is there a backup electrical supply for lighting and the public address system? ☐ Yes ☐ No
Are premises entrances/exits well lit? ☐ Yes ☐ No

13. Traffic Control:

Who is responsible for crowd and traffic control? _____
Are parking areas smooth with clearly marked parking areas and exit roads? ☐ Yes ☐ No
Is parade route able to handle size and height of floats and are cross streets barricaded? ☐ Yes ☐ No

14. Liquor:

Is liquor to be served by applicant? ☐ Yes ☐ No
If yes, explain: _____

Does applicant want Host Liquor? ☐ Yes ☐ No
Is liquor to be served by others? ☐ Yes ☐ No
If yes, do they have Liquor Liability coverage? ☐ Yes ☐ No

15. First Aid:

Will first aid facilities be provided at the event? ☐ Yes ☐ No
If yes, describe: _____
If yes, who will be in charge of the facilities? ☐ Doctors ☐ Nurses ☐ Others: _____

16. If applicant is the sponsor, does the operator have liability insurance? ☐ Yes ☐ No
If yes, name of insurance carrier: _____ and policy limits of liability: \$ _____

17. **Hold-harmless Agreements:**

Is applicant held harmless by others?.....☒ Yes ☐ No

Does applicant agree to hold any third party harmless?.....☒ Yes ☐ No

If yes, who? School District of IRC

Is applicant naming anyone as additional insured?.....☐ Yes ☒ No

If yes, who and why? _____

APPLICABLE IN THE STATE OF NEW YORK:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

FRAUD WARNING:

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PRODUCER'S SIGNATURE: _____ DATE: _____

APPLICANT'S SIGNATURE: Joni Afanzzu DATE: 9/14/16

AGENT NAME: Regina Lucente AGENT LICENSE NUMBER: A159817

(Applicable to Florida Agents Only.)

IOWA LICENSED AGENT: _____

WASHINGTON D.C. 2017
SPRING BREAK STUDENT TOUR



Informational Meeting: August 29, 2016; 6 p.m.

Meeting Agenda:

- ✓ Overview of itinerary:
 - Arrive Saturday, March 18 @ 9 a.m. (Jet Blue airlines)
 - Hotel check-in/leave bags- Ritz Carlton Pentagon City
 - **Mount Vernon tour (George Washington's home)**
 - Night tour of Lincoln, Jefferson, and FDR memorials
 - Sunday, March 19
 - Smithsonian museum choices: American History, Natural History, Air and Space, African American History, National Gallery of Art, etc.
 - **White House West Wing tour (**subject to date/time change)**
 - Group dinner @ Founding Farmers restaurant
 - Monday, March 20
 - **Pentagon tour (**subject to date/time change)**
 - Continue Smithsonian Museum exploration
 - **Ford's Theater/Peterson House**
 - **International Spy Museum:** Operation Spy interactive program and museum exploration
 - Tuesday, March 21
 - **White House Mansion tour (**subject to date/time change)**
 - Group lunch and bowling @ Eisenhower Executive Office Building/Truman Bowling Alley
 - **U.S. Capitol "Red Coat" Tour**
 - Afternoon/evening tour of War memorials on National Mall: Vietnam, Korea, WWII OR continued Smithsonian museum exploration
 - Wednesday, March 22
 - Arlington cemetery tour: changing of Guard @ Tomb of Unknown Soldier, USS Maine memorial, JFK eternal flame, other famous grave sites
 - Return home
- ✓ Cost estimation of funds to be collected by the school:
 - Hotel: \$588/student (based on 4 students per room) (***this fee is based on the student's room as well as spreading out the cost of the chaperone rooms)
 - Airfare: \$200-250
 - Out-of-state trip insurance (required by school district): \$150/group (will be divided up based on how many students sign up)
 - Metro pass: \$36/student
 - Spy museum: \$28/student
 - Mount Vernon tour: \$17/student (optional "National Treasure 2 tour": \$7)
 - **TOTAL: \$869-\$919 (BASED ON 12 STUDENTS ATTENDING; COST WOULD INCREASE OR DECREASE BASED ON FEWER OR MORE STUDENTS ATTENDING)**

- ✓ Food costs (paid by individual students while in D.C.):
 - There will be a few times when we eat together as a group at a restaurant: Founding Farmers on Sunday night, and the Truman Bowling Alley (pizza)
 - All other meals: students will choose from a variety of eating locations to fit their budgets and their tastes
 - Recommended to bring approx. \$120 total (\$30/day) for food costs
- ✓ Fundraising planned:
 - Car wash held on June 18: \$245 raised (of that, \$170 is divided among 4 students due to ticket pre-sales; \$75 left in fundraising 'pot')
 - October: Grimaldi candy sales- chocolate covered chips, etc.(individual fundraiser)
 - October: tank top sales for Sebastian/Vero football game
 - November: Clambake Festival table- bake sale items?
 - December: Christmas candy gram sales
 - Jan./Feb.: Valentines' cards/candy grams
 - Jan./Feb.: Mardi Gras bead sales
 - Other tentative ideas (but not confirmed dates yet):
 - New Years' 5K- Jan. 7th?
 - "Screen on the Green"- Oct. 29? (show Halloween-themed family movie)
 - Pancake breakfasts
 - Tournament: either volleyball, knockerball, badminton, kickball, etc. (possibly to coincide with 'March Madness')
- ✓ Deposit date: Thursday, Sept. 29, 2016- \$400; airfare will then be purchased and hotel rooms secured
- ✓ Chaperones attending (at this point):
 - Mr. and Mrs. Infanzon
 - Mr. Wilson
 - Mrs. Barnes
 - Ms. Lunny
 - Ms. Gebhardt
- ✓ Questions/concerns?
- ✓ Next meeting: beginning of January (specific questions about individual students' fundraising levels, etc. can be addressed via email or phone)

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Summary Points for Recommended Board Policy Changes - Sorted by Owner			
Policy #	Policy Title	Summary Points	Owner
170	Duties	This bylaw is revised so that reference to a requirement that has been removed from F.S. Chapter 120 is no longer cited as the rationale for revising policies. In place of this deletion, we have added new language to emphasize that the Board is responsible for keeping its policies current.	Superintendent
1128	Employment Contract	Revision is proposed to this policy to include instructional and non-instructional “managers”, as defined in F.S. 1012.01(7) as part of the District’s “administrative staff.” Since instructional and non-instructional managers “perform managerial and supervisory functions while usually also performing general operations functions,” they would be considered part of management under F.S. Chapter 447.	Bill
1129	Conflict of Interest - Private Practice	EDGAR	Bill
1130	Appointment, Assignment, Transfer, and Promotion of Administrators	Technical correction	Bill
1210	Standards of Ethical Conduct	The revisions proposed to these policies reflect the revision to F.A.C. 10.081 and the elimination of F.A.C. 10.080 that were effective on March 30, 2016.	Bill
3129	Conflict of Interest - Private Practice	EDGAR	Bill

3130	Appointment, Assignment, Transfer, and Promotion of Instructional Staff	The revisions proposed to this policy authorize the Superintendent to temporarily change a staff member's assignment if s/he deems such a temporary assignment is in the best interest of the staff member and/or District. Such a temporary assignment could be for work purposes where access to students or staff should be avoided while the District conducts an investigation of an allegation that could lead to disciplinary action. F.S. 1012.796(d) requires, among other things, that school board policies and procedures include "... requirements for the reassignment of instructional personnel or school administrators pending the outcome of a misconduct investigation ..." Since the District is required to report legally sufficient complaints within thirty (30) days, it is recommended that such temporary assignments for the purpose of completing an investigation into alleged misconduct be no more than thirty (30) days.	Bill
3210	Standards of Ethical Conduct	The revisions proposed to these policies reflect the revision to F.A.C. 10.081 and the elimination of F.A.C. 10.080 that were effective on March 30, 2016.	Bill
3220	Evaluation of Instructional Personnel	Revisions are proposed to this policy so that it is consistent with the requirements of F.A.C. 6A-5.030 with regard to the evaluation of instructional personnel. The revisions clarify the evaluation requirements that apply to (1) non-classroom instructional personnel; (2) classroom teachers of grades and subjects for which their students' performance is assessed by Statewide, standardized assessments; and (3) classroom teachers of grades and subjects for which their students' performance is not assessed by Statewide, standardized assessments.	Bill
4128	Contracts for Confidential Positions	NEW This new policy is intended to identify confidential employees as a separate class of support staff since these individuals are treated differently than other public employees under F.S. Chapter 447.	Bill
4129	Conflict of Interest - Private Practice	EDGAR	Bill
4210	Standards of Ethical Conduct	The revisions proposed to these policies reflect the revision to F.A.C. 10.081 and the elimination of F.A.C. 10.080 that were effective on March 30, 2016.	Bill

8470	Community Notification of Registered Sexual Predators/Sex Offenders	Technical correction	Bill
8475	Criminal Background Checks for Employment and Access	The revisions proposed to this policy reflect the requirements set forth in current State law.	Bill
8500	Food Service Program	EDGAR	Bill
8540	Vending Machines	This policy was revised to include a prohibited on the placement of vending machines in any classroom where students are provided instruction unless the classroom is also used to serve meals to students. This revision is intended to coincide with the nutritional standards adopted by the Board in Policy 8500 and Policy 8550.	Bill
8600	Transportation	The revision proposed to this policy is necessary so that the language that describes hazardous walking conditions as a reason for providing students bus transportation who would otherwise be ineligible for such transportation is more statutorily accurate.	Bill
6110	Grant Funds	EDGAR	Carter
6111	Internal Controls	NEW EDGAR	Carter
6112	Cash Management of Grants	NEW EDGAR	Carter
6114	Cost Principles - Spending Federal Funds	NEW EDGAR	Carter
6116	Time and Effort Reporting	NEW EDGAR	Carter
6320	Purchasing & Contracting for Goods & Services	The revisions to this policy address the various exceptions to competitive bidding requirements. An optional paragraph provides authority for the superintendent to make purchases for a specified amount and authority to make purchases under the Department of Management Services state term contracts. Another optional paragraph provides for the purchase of non-milk items for the food service program under Rule 5P-1.003(2)(i)2., F.A.C. The revision proposed to this policy reflects the exceptions to competitive bidding that are set forth in State law. The Superintendent should recommend adoption of the revised policy, and the Board should take action to do so in keeping with the it's duty under F.S. 120.74 to make changes to policies as often as necessary so that its policies are legally correct, as well as to make the District's policies informative to staff and constituents.	Carter

6322	Construction Contracting and Bidding	The revisions to this policy are intended to clarify the process through which a District would enter into a public-private partnership with a private entity for the acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of a qualifying project pursuant to F.S. 287.05712. The revisions to this policy address new requirements applicable to construction projects involving fifty percent (50%) or more funds that are from state appropriations. Specifically, as a result of substitute SB 778, F.S. 255.091 now prohibits districts from utilizing a policy that provides local jurisdiction preferences when engaging in competitive solicitations for such funded projects. Moreover, pursuant to this new section of Florida statutes, the District is required to disclose in any solicitation document that any applicable Board policy does not include any of the newly-prohibited local jurisdiction preferences (only for projects involving fifty percent (50%) or more of funds that are from state appropriations).	Carter
6325	Procurement - Federal Grants/Funds	NEW EDGAR	Carter
6345	Change Orders	Technical correction	Carter
6550	Travel Expense Reimbursement	EDGAR	Carter
7100	Facilities Planning	Revisions to Policy 7100 include a reference to the Five Year Facilities Work Plan that must be prepared by the Superintendent and submitted to the Board for approval annually by October 1st. Additional language was added regarding the District's responsibility to evaluate alternative construction methods when new construction or a remodeling or renovation project will exceed \$300,000.00.	Carter
7310	Disposition of Surplus Instructional Property	Technical correction and EDGAR	Carter
7410	Physical Plant Operations	Policy 7410 was revised to include a citation to F.S. 1013.35 and to add new language regarding the evaluation of the District's maintenance program.	Carter
7450	Property Inventory	EDGAR	Carter

2280	Physical Education	Revision of this policy is proposed so that the requirement regarding physical activity for pre-K is consistent with the FLDOE's Office of Early Learning's Early Learning and Developmental Standards: Birth to Five. Language regarding Student Progression Plan notification requirements was also added to the policy.	Pam
2421	Career and Technical Education	The revisions proposed to this policy reflect changes in Florida law which requires District career centers to waive tuition and/or fees for certain individuals and provide enrollment preference for non-resident veterans.	Pam
2460	Exceptional Student Education	Technical correction	Pam
5111.01	Homeless Students	Technical correction	Pam
5200	Attendance	Revisions are proposed to this policy to add pregnancy-related issues to the list of excused absences and to change "insurmountable problems" to "insurmountable conditions" so that it is consistent with FAC 6A-1.09513.	Pam
5335	Care of Students with Chronic Health Conditions	The revision is simply to relocate policy language from 5330.01 pertaining to emergency allergy treatment educational training programs to this policy.	Pam
5421.01	Grade Forgiveness	Technical correction	Pam
5460	Graduation Requirements	Technical correction	Pam
5464	Accelerated Graduation Options	Technical correction	Pam
5500	Student Conduct	Revision is proposed to this template to clarify that State law does not require a minimum expulsion of one (1) year for committing violence against a board member, teacher, administrator, or other school employee, and provide an option so that the Board can choose to require by policy expulsion for a minimum of one (1) year for being found to have committed such a violent act.	Pam
5511	Dress and Grooming	Technical correction	Pam

5517.01	Bullying and Harassment	Early Release Vol. 17, No. 1 - During this year's legislative session, Governor Scott signed into law HB 229. HB 229 amended F.S. 1006.147, also known as the Jeffrey Johnson Stand Up for All Students Act, and requires that Districts in Florida revise their bullying policies. On April 22, 2016, the Florida Department of Education notified Districts that their revised policy must be submitted to the Department via-email to Brooks Rumenik, Director of the Office of Safe Schools, at Brooks.Rumenik@fldoe.org , on or before September 30, 2016.	Pam
5771	Search and Seizure	The revisions proposed to this policy reflect the requirements set forth in current State law.	Pam
8390	Animals on District Property	This policy was revised to specify that if a service animal's trainer intends or is required to be on school grounds when students are present, the service animal trainer will be treated as a volunteer subject to Board policy.	Pam

1 DUTIES

2 The School Board is committed to an inclusive governance model so that policy
3 focuses on student learning.

4 0171 **Review of Policy Review**

5 ~~Pursuant to State law, the School Board shall complete a~~
6 ~~comprehensive review of its policies at least every two (2) years.~~
7 ~~Upon completion of this review, the Superintendent will recommend~~
8 ~~for the Board's consideration and adoption any revisions deemed~~
9 ~~necessary.~~ **The School Board shall review its policies periodically.**

10 ~~Additionally, between comprehensive reviews, t~~The Superintendent
11 shall recommend for the Board's consideration and adoption
12 revisions to current policies or new policies as often as necessary so
13 that the Board policies are correct and statutorily compliant.

14 ~~F.S. 120.74~~

15 All such revisions and additions to Board policy shall be in
16 accordance with the Administrative Procedures Act.

17 Board policies and procedures must include standards for
18 screening, hiring, and terminating instructional personnel and
19 school administrators as defined in F.S. 1012.01; standards of
20 ethical conduct for instructional personnel and school
21 administrators; the duties of instructional personnel and school
22 administrators for upholding the standards; detailed procedures for
23 reporting alleged misconduct by instructional personnel and school
24 administrators which affects the health, safety, or welfare of a
25 student; requirements for the reassignment of instructional
26 personnel or school administrators pending the outcome of a
27 misconduct investigation; and penalties for failing to comply with
28 F.S. 1001.51 or 1012.795. The Board policies and procedures shall
29 include appropriate penalties for all personnel of the Board for
30 nonreporting and procedures for promptly informing the District of
31 each legally sufficient complaint.

32 F.S. 1012.796(d)

1 The Superintendent shall require that all policy manuals and
2 administrative procedure manuals are updated following Board
3 approval of recommended revisions and additions.

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1

EMPLOYMENT CONTRACT

2 Administrative staff members are required to receive and sign an employment
3 contract in accordance with the legal requirements related to their position in the
4 District. For purposes of this policy, "administrative staff" includes both the
5 categories administrative personnel and managers, as defined in F.S. 1012.01.
6

7 Contracts for administrative ~~personnel~~ staff that provide extra compensation,
8 bonuses, and/or severance pay shall strictly comply with the provisions of
9 F.S. 215.425 that pertain to such extra compensation, bonuses, and/or severance
10 pay.

11 F.S. 215.425, 1001.42(24), 1001.43, 1011.60, 1012.22, 1012.32, 1012.33
12 F.S. 1012.34
13 F.A.C. 6A-1.052

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1

CONFLICT OF INTEREST

2 The proper performance of school business is dependent upon high standards of
3 honesty, integrity, impartiality, and professional conduct by School Board
4 employees. Further, such characteristics are essential to the Board's commitment
5 to earn and keep the public's confidence. For these reasons, the Board adopts the
6 following procedures to assure that conflicts of interest do not occur. These
7 procedures are not intended to be all inclusive, nor to substitute for good judgment
8 on the part of all District Board members, employees, officers, and agents.
9

10 A. No employee, officer, or agent shall engage in or have a financial
11 interest, directly or indirectly, in any activity that conflicts with the
12 employee's job duties and responsibilities in the school system.

13 B. ~~Employees~~ No employee, officer, or agent shall ~~not~~ engage in
14 business, private practice of their profession, the rendering of
15 services, or the sale of goods of any type where advantage is taken of
16 any professional relationship they may have with any student,
17 client, or parents of such students, or clients
18 in the course of their employment with the District.

19
20 Included, by way of illustration rather than limitation, are the
21 following:

- 22 1. the provision of any private lessons or services for a fee;
- 23 2. the use, sale, or improper divulging of any privileged
24 information about a student or client gained in the course of
25 the employee's employment or through access to District
26 records;
- 27 3. the referral of any student or client for lessons or services to
28 any private business or professional practitioner if there is
29 any expectation of reciprocal referrals, sharing of fees, or
30 other remuneration;

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4. the requirement of students or clients to purchase any private goods or services provided by an employee or any business, or professional practitioner with whom any employee has a financial relationship , as a condition of receiving any grades, credits, promotions, approvals, or recommendations.

C. ~~Employees~~ No employee, officer, or agent shall ~~not~~ make use of materials, equipment, or facilities of the District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

Exceptions to any provision in parts A through C of this policy shall be approved in advance by the Superintendent and shall be consistent with State law.

Employees, officers, or agents may not participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Employees may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

To the extent that the District has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the School District may not conduct a procurement action involving the parent, affiliate, or subsidiary organization if the School District is unable, or appears to be unable, to be impartial.

Employees, officers and agents must disclose any potential conflict of interest which may lead to a violation of this policy to the School District. Upon discovery of any potential conflict of interest, the School District will disclose, in writing, the potential conflict of interest to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

The District will also disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

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1
2 Employees, officers and agents found to be in violation of this conflict of interest
3 policy will be subject to disciplinary action up to and including termination,
4 pursuant to Board Policy 1139.01, Staff Discipline and/or State law.
5

6 F.S. 112.312, 112.313, 1006.32
7 2 C.F.R. 200.112, 200.113, 200.138

8 Revised 4/12/16

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APPOINTMENT, ASSIGNMENT, TRANSFER, AND
PROMOTION OF ADMINISTRATORS

The School Board believes that the appropriate placement of qualified and competent staff is essential to the success of the District.

Appointment and Assignment

The Superintendent shall submit written recommendations with regard to the appointment and assignment of administrators for Board action.

The Board shall act not later than three (3) weeks following the receipt of FCAT state-mandated test scores and data, including school grades, or June 30th, whichever is later, on the Superintendent's nominations of supervisors, principals, and members of the instructional staff.

In accordance with State law, the Board may reject the Superintendent's recommendations for initial appointment and assignment, or re-appointment and assignment, for good cause.

Promotion and Transfer

Pursuant to State law, the Superintendent's primary consideration in recommending an individual for promotion must be the individual's demonstrated effectiveness pursuant to F.S. 1012.34.

When need be, the Superintendent shall submit written recommendations with regard to the promotion or transfer of administrative staff for Board action.

In accordance with State law, the Board may reject the Superintendent's recommendation for the transfer or promotion of an instructional staff member for good cause.

Required Reporting

The Superintendent must annually notify the parent of any student who is assigned to a school with an administrator having two (2) consecutive annual performance evaluation ratings of unsatisfactory, two (2) annual performance evaluation ratings of unsatisfactory within a three (3) year period, or three (3) consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory. The Superintendent shall also comply with all other reporting requirements set forth in State law.

Duties, Days, and Hours

The Superintendent shall communicate the duties, days, and hours of the various classifications of administrators.

A. Administrative staff shall perform the duties required by Florida statutes and Board policy, as well as all other generally accepted administrative duties such as supervision of bus loading zones, chaperoning students, and other reasonable duties as may be assigned by the administrator's immediate supervisor. Failure to perform such duties in an acceptable manner shall constitute a violation of an administrator's contract and just cause for disciplinary action.

B. Administrative staff are responsible for student control and supervision at any location on campus or during school-sponsored activities.

C. Administrators shall not permit their family or friends by their presence to interfere with performance of their duties during working hours.

Employment and Supervision of Relatives (Nepotism)

Administrators may not nominate for employment, or directly supervise, relatives at the same work location. The administrator of any District entity or office shall disclose to the Superintendent any relative for whom the administrator is responsible with respect to employment decisions, payroll authorization, or job performance evaluations. All employees shall disclose to the Superintendent, the names of all relatives working at the same work location. Failure to immediately make such disclosures shall be grounds for disciplinary action, up to and including termination.

Work location is defined to include payroll cost center or any administrative unit under the direct supervision of a permanent employee of the District.

"Relative" means an individual who is related to the supervisor as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandchild, or persons who reside at the same residence.

F.S. 112.3135, 1012.22, 1012.23, 1012.2315, 1012.27, 1012.28, 1012.34

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1

STANDARDS OF ETHICAL CONDUCT

2 ~~An effective educational program requires the services of men and women of~~
3 ~~integrity, high ideals, and human understanding.~~

4

5 For purposes of this policy, the term "administrator" means all certificated and non-
6 certificated administrators.

7

8 Administrators shall be guided by and adhere to the following ethical principles:

9

10 A. The administrator values the worth and dignity of every person, the
11 pursuit of truth, devotion to excellence, acquisition of knowledge,
12 and the nurture of democratic citizenship. Essential to the
13 achievement of these standards are the freedom to learn and to
14 teach and the guarantee of equal opportunity for all.

15

16 B. The administrator's primary professional concern will always be for
17 the student and for the development of the student's potential. The
18 administrator will therefore strive for professional growth and will
19 seek to exercise the best professional judgment and integrity.

20

21 C. The administrator strives to achieve and sustain the highest degree
22 of ethical conduct because s/he is aware of the importance of
23 maintaining the respect and confidence of one's colleagues, of
24 students, of parents, and of other members of the community.

25

26 District administrators shall comply with the following disciplinary principles.
27 Violation of any of these principles shall subject the individual to revocation or
28 suspension of the individual administrator's certificate, or the other penalties as
29 provide by law.

30

31 ~~The School Board hereby establishes the following as the standards of ethical~~
~~conduct for all administrators in the District:~~

32

A. Obligation to the student requires the District administrator shall:

33

- 34 1. make a reasonable effort to protect the student from
35 conditions harmful to learning and/or to the student's mental
and/or physical health and/or safety;

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2. not unreasonably restrain a student from independent action in pursuit of learning;
 3. not unreasonably deny a student access to diverse points of view;
 4. not intentionally suppress or distort subject matter relevant to a student's academic program;
 5. not intentionally expose a student to unnecessary embarrassment or disparagement;
 6. not intentionally violate or deny a student's legal rights;
 7. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination;
 8. not exploit a relationship with a student for personal gain or advantage;
 9. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law;
- B. ~~Obligation to the public requires that the District administrator shall:~~
- ~~10~~1. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated;
 - ~~11~~2. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression;
 - ~~12~~3. not use institutional privileges for personal gain or advantage; (see also Policy 1129, Conflict of Interest)
 - ~~13~~4. accept no gratuity, gift, or favor that might influence professional judgment; (see also Policy 1129, Conflict of

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Interest)

(NOTE: No administrator shall solicit or accept anything of value including a gift, loan, reward, promise of future employment, favor, or service based upon an understanding that the vote, official action, or judgment of the administrator would be influenced thereby.)

~~14~~5. offer no gratuity, gift, or favor to obtain special advantages; (see also Policy 1129, Conflict of Interest)

C. Obligation to the profession of education requires that the District administrator shall:

~~15~~1. maintain honesty in all professional dealings;

~~16~~2. not on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition if otherwise qualified, or social and family background deny to a colleague professional benefits or advantages or participation in any professional organization;

~~17~~3. not interfere with a colleague's exercise of political or civil rights and responsibilities;

~~18~~4. not engage in harassment or discriminatory conduct which unreasonably interferes with an individual's performance of professional or work responsibilities or with the orderly processes of education or which creates a hostile, intimidating, abusive, offensive, or oppressive environment; and, further, shall make reasonable efforts to assure that each individual is protected from such harassment or discrimination;

~~19~~5. not make malicious or intentionally false statements about a colleague;

~~20~~6. not use coercive means or promise special treatment to influence professional judgments of colleagues;

~~21~~7. not misrepresent one's own professional qualifications;

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~~22~~8. not submit fraudulent information on any document in connection with professional activities;

~~23~~9. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for a professional position;

~~24~~10. not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment;

~~25~~11. provide upon the request of a certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment;

~~26~~12. not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these *Principles of Professional Conduct for the Education Profession in Florida* and other applicable Florida statutes and State Board of Education rules;

~~27~~13. self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance;

Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory;

In addition, District administrators shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and F.S. 943.059(4)(c);

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~~28~~14. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);

~~29~~15. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);

~~30~~16. comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice;

~~31~~17. as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

~~B~~D. No administrative staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his/her duties in the public interest.

~~C~~E. All District administrative staff members shall adhere to the principles enumerated above.

All administrators shall be required to complete training on the standards established herein upon employment and annually thereafter.

F.S. 112.312, 112.313, 1001.42(6), 1001.421, 1006.32, 1012.23

F.A.C. ~~6A-10.080~~, 6A-10.081

Revised 4/12/16

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1 PHYSICAL EDUCATION

2 The School Board recognizes the value of physical education to the maintenance of
3 the health and vitality of all students, as well as to the development of life-long
4 habits that will enhance personal fitness and wellness and has available to students
5 one-on-one counseling concerning the benefits of physical education.

6 Therefore, it shall be the policy of the Board that ~~instruction in~~opportunities for
7 physical education that are consistent with the Florida Early Learning Services Birth
8 to Five standards for physical development shall be available to all students in Pre-
9 Kindergarten. Students in kindergarten through grade five (5) shall be provided 150
10 minutes of physical education, as defined in ~~Florida statutes~~State law, each week.
11 Students in grade six who are enrolled in a school with students in Kindergarten
12 through grade five shall also be provided 150 minutes of physical education as
13 defined in ~~Florida statutes~~State law each week.

14 For students in a middle school, which has enrolled students in grades six through
15 eight, each student is required to complete one (1) class period for one (1) semester
16 per school year of physical education.

17 Students in grades nine (9) through twelve (12) shall be required to earn a minimum
18 of one (1) credit in physical education.

19 The physical education curriculum in this District shall be in accord with standards
20 established by the Department of Education, as well as those recommended by the
21 National Association of Health, Physical Education, and Recreation.

22 Physical education instruction shall include activities requiring at least a moderate
23 level of physical exertion and duration sufficient to provide a health benefit for the
24 participants. When planning the required activities, the instructor shall consider
25 the different capabilities of the students and adapt the plans accordingly.

26 Furthermore, the outcomes of the physical education program in this District shall
27 stress physical fitness and encourage the development of a healthy, active life style.
28 Specific grade level outcomes shall be established annually in each school's school
29 improvement plan.

30 Each ~~District shall notify~~ student's parents shall be notified by the Student
31 Progression Plan of the options available to waive participation in physical education
32 prior to the placement of physical education on a student's schedule. A student
33 must meet one (1) of the following criteria to be available for waiver from the
34 required physical education class:

35 A. the student is enrolled or required to enroll in a remedial course;

B. the student's parent indicates in writing to the school that:

1. the parent requests that the student enroll in another course from among those courses offered as options by the School District; or
2. the student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement.

Provision shall be made at all levels to excuse individual students from specific activities if direction to do so is received, in writing, from the student's physician.

Students may be excused from specific activities if those activities are contrary to their religious beliefs. A request to excuse a student from such activities must be received in writing from the student's parent or from the eligible student.

If one (1) of the above criteria is met and the parent has notified the District, the student will not have physical education placed on their schedule for that ensuing school year.

Elementary and Middle School

PHYSICAL EDUCATION WAIVER

1. Thirty minutes of physical activity per day is required. This requirement shall be waived for a student who meets one of the following criteria and for whom a waiver request is submitted to the principal. The waiver form is available at <https://www.indianriverschools.org/curriculum-documents>
2. The student is enrolled or required to enroll in a remedial course.
3. The student's parent indicates in writing to the school that:
 - a. The parent requests that the student enroll in another course from among those courses offered as options by the school district;
 - b. The student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement.
 - c. The student's parent will be notified of the options available before scheduling the student to participate in physical education.

High School

Additionally, each student's parents will be notified by the Student Progression Plan as follows:

- A. A student can fulfill one (1) unit of credit in physical education by participating in interscholastic sports at the junior varsity or varsity level for two (2)

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full seasons and passing the State developed competency test on physical fitness with a score of "C" or better.

B. Completion of one (1) semester with a grade of "C" or better in a marching band class, in a physical activity class that requires participation in marching band activities as an extra-curricular activity, or in a dance class shall satisfy one-half (1/2) credit in physical education or one-half (1/2) credit in performing arts.

C. Completion of two (2) years in a Reserve Officer Training Corps (R.O.T.C.) class, a significant component of which is drills, shall satisfy the one (1) credit requirement in physical education and the one (1) credit requirement in performing arts.

D. Taking a marching band class, a physical activity class, or a dance class or by completing two (2) years of JROTC will not be a substitute for the personal fitness or adaptive physical education requirements required by Florida law.

1 The Superintendent shall annually appoint individuals to serve on the District's
2 Physical Education Committee. The committee will include educational staff
3 (including physical education teachers), school health professionals, members of the
4 public, and school administrators and will oversee the implementation, evaluation,
5 and periodic update, if necessary, of the physical education policy.

6 The Superintendent shall be an ex officio member of the committee.

7 The physical education committee will be responsible for accomplishing the
8 following:

9 A. review data about the implementation of the District's physical
10 education policy in each of the District's schools;

11 B. review the District's current physical education policy;

12 C. conduct a meeting at which public input may be provided with
13 regard to revisions needed to the physical education policy; and

14 D. recommend revision of the policy, as necessary.

15 Before the end of each school year the physical education committee shall submit to
16 the Superintendent and Board their report in which they describe the
17 implementation of the physical education policy in each school, and identify any
18 revisions to the policy the committee deems necessary.

19 The Superintendent shall report annually to the Board on the work of the physical
20 education committee, including their evaluation of the implementation of the
21 physical education policy District-wide, and the areas for improvement, if any, that

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1 the committee identified. The Superintendent shall also recommend any revisions
2 deemed necessary to the policy for the Board's consideration and adoption.

3 If revisions to the physical education policy are recommended and adopted, the
4 Superintendent shall submit the revised policy to the Department of Education, as
5 required by State law.

| 6 F.S. 1003.453, 1003.455, 1003.4282

7 Revised 3/24/15

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1 CAREER AND TECHNICAL EDUCATION

2 The School Board recognizes that education is a function of both knowledge and the
3 application of knowledge. Education that ties abstract ideas to practical
4 applications also prepares students to use their minds, as well as preparing them to
5 be citizens, parents, and members of a civilized culture. Career and technical
6 education and academic education are complementary, rather than exclusive.

7 Career and technical education will provide experiences that complement and
8 reinforce academic concepts that are particularly amenable to contextualized
9 learning in a distinct career area and provide occupationally specific skills.

10 The Board shall provide career and technical education program offerings that
11 include, but are not limited to:

- 12 A. job preparatory courses designed to provide students with the
13 competencies necessary for effective entry into an occupation;
- 14 B. exploratory courses designed to give students initial exposure to
15 skills and attitudes associated with a broad range of occupations in
16 order to assist them in making informed decisions regarding their
17 future academic and occupational goals;
- 18 C. practical arts courses designed to teach students practical generic
19 skills which, although applicable in some occupations, are not
20 designed to prepare students for entry into an occupation;
- 21 D. career education instruction which is designed to strengthen and
22 integrate basic academic skills and career/technical skills and
23 occupational awareness;
- 24 E. accelerated career and technical programs such as vocational dual
25 enrollment designed to enable high school students to earn elective
26 credit toward graduation and postsecondary credit toward an A.S.
27 degree or a technical certificate.

28 Any effort to recruit students to participate in a particular career and technical
29 program shall follow applicable State and Federal laws regarding provision of
30 information.

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Once developed, the Superintendent shall submit the career and technical education curriculum to the Board for approval, and then submit it to the Department of Education. This curriculum shall be updated annually, submitted to the Board for approval, and then re-submitted to the Department of Education.

Career and technical education program offerings are available to middle and high school students without regard to race, color, national origin, sex, age, ~~or~~ disability, or marital status. The Superintendent is to ensure that application forms for cooperative education programs contain a notice of nondiscrimination. The notice of nondiscrimination shall be part of the application forms provided to employers.

Procedures for program operation in accordance with applicable labor laws are incorporated in the Florida Department of Education, Curriculum Frameworks, and Student Performance Standards. Those documents are kept on file in the Superintendent's office.

Career and Professional Academies; Career-Themed Courses

The District shall offer career and professional academies at the middle and high school levels, and at least two (2) career-themed courses. A “career and professional academy” is a research-based program that integrates a rigorous academic curriculum with an industry-specific curriculum aligned directly to priority workforce needs established by the regional workforce board or the Department of Economic Opportunity. Students completing career and professional academy programs must receive a standard high school diploma, the highest available industry certification, and opportunities to earn postsecondary credit if the academy partners with a postsecondary institution approved to operate in the state.

A “career-themed course” is a course, or a course in a series of courses, that leads to an industry certification identified in the CAPE Industry Certified Funding List pursuant to rules adopted by the State Board of Education. Career-themed courses have industry-specific curriculum aligned directly to priority workforce needs established by the regional workforce board or the Department of Economic Opportunity. Students completing a career-themed course will be provided opportunities to earn postsecondary credit if the credit for the career-themed course can be articulated to a postsecondary institution approved to operate in the State.

The Board expects career and professional academies offered in the District's high schools to provide rigorous and relevant career-themed courses that articulate to postsecondary-level coursework and provide students with the opportunity to receive a standard high school diploma, the opportunity to earn industry certification, the

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1 opportunity to attain the Florida Gold Seal Vocational Scholars award, and the
2 opportunity to earn postsecondary credit.

3 The Board further expects that students who successfully complete the curriculum
4 of the Career and Professional Academies that are established at the middle grades
5 level will have the opportunity to earn an industry certificate, high school credit, and
6 participate in career planning, job shadowing, and business leadership development
7 activities.

8 The Board encourages the Superintendent to forge partnerships with local
9 businesses in the development of career and professional academies. These
10 partnerships will help prepare students for the State's workforce needs, as well as
11 help attract, expand, and retain targeted, high-value industry and jobs in the
12 community.

13 A Florida Ready to Work Credential and portfolio will be awarded to students upon
14 successful completion of the instruction. Each portfolio must delineate the skills
15 demonstrated by the student as evidenced by the student's preparation for
16 employment. A Florida Ready to Work Credential is earned by students who
17 successfully pass assessments in Reading for Information, Applied Mathematics,
18 and Locating Information or any other assessments of comparable rigor. Each
19 assessment is scored on a scale of three (3) to seven (7) and a student receives a
20 level of credential based on the score they receive. A bronze-level credential requires
21 a minimum score of three (3) or above on each of the assessments, a silver-level
22 credential requires a minimum score of four (4) or above on each of the
23 assessments, and a gold-level credential requires a minimum score of five (5) or
24 above on each of the assessments.

25 The District's career and professional academies should increase student academic
26 achievement and graduation rates through integrated academic and career
27 curriculum. Each middle grades career exploration program, middle, and high
28 grades career and professional academies leading to industry certification, and high
29 school graduation requirements shall be aligned.

30 Each career and professional academy and career-themed course at the high school
31 level must:

32 A. provide a rigorous standards-based academic curriculum integrated
33 with a career curriculum; consider multiple styles of student
34 learning; promote learning by doing through application and
35 adaptation; maximize relevance of the subject matter; enhance each
36 student's capacity to excel; and include an emphasis on work habits
37 and work ethics.

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B. include one or more partnerships with postsecondary institutions, businesses, industry, employers, economic development organizations, or other appropriate partners from the local community. Such partnerships with postsecondary institutions shall be delineated in articulation agreements and include any career and professional academy courses or career-themed courses that earn postsecondary credit. Such agreements may include articulation between the secondary school and public or private two (2) year and four (4) year postsecondary institutions and technical centers. Such partnerships must provide opportunities for:

1. instruction from highly skilled professionals who possess industry-certification credentials for courses they are teaching;
2. internships, externships, and on-the-job training;
3. a postsecondary degree, diploma, or certificate;
4. the highest available level of industry certification;
5. maximum articulation of credits pursuant to F.S. 1007.23 upon program completion.

C. promote and provide opportunities for students enrolled in a career and professional academy or a career-themed course to attain, at minimum, the Florida Gold Seal Vocational Scholars award pursuant to F.S. 1009.536.

D. provide instruction in careers designated as high-skill, high-wage, and high-demand by the regional workforce development board, the chamber of commerce, economic development agencies, or the Department of Economic Opportunity.

E. deliver academic content through instruction relevant to the career, including intensive reading and mathematics intervention required by F.S. 1003.428, with an emphasis on strengthening reading for information skills.

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- 1 F. offer applied courses that combine academic content with technical
- 2 skills.
- 3 G. provide instruction resulting in competency, certification, or
- 4 credentials in workplace skills, including, but not limited to,
- 5 communication skills, interpersonal skills, decision-making skills,
- 6 the importance of attendance and timeliness in the work
- 7 environment, and work ethics.
- 8 Each career and professional academy at the middle grades level must:
- 9 A. lead to careers in occupations designated as high-skill, high-wage,
- 10 and high-demand in the CAPE Industry Certified Funding List
- 11 approved under rules adopted by the State Board of Education.
- 12 B. integrate content from core subject areas.
- 13 C. integrate career and professional academy or career-themed course
- 14 content with intensive reading, English Language Arts, and
- 15 mathematics pursuant to F.S. 1003.428 and 1003.4282.
- 16 D. coordinate with high schools to maximize opportunities for middle
- 17 grades students to earn high school credit.
- 18 E. provide access to virtual instruction courses provided by virtual
- 19 education providers legislatively authorized to provide part-time
- 20 instruction to middle grades students. The virtual instruction
- 21 courses must be aligned to State curriculum standards for middle
- 22 grades career and professional academy courses or career-themed
- 23 courses, with priority given to students who have required course
- 24 deficits.
- 25 F. provide instruction from highly skilled professionals who hold
- 26 industry certificates in the career area in which they teach.
- 27 G. offer externships.
- 28 H. provide personalized student advisement that includes a parent-
- 29 participation component.

30 **Industry Certification in Industry-Certified Career Education Programs**

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1 Secondary schools offering career-themed courses and career and professional
2 academies shall enable students in such programs to earn industry certification in
3 an industry that is:

- 4 A. within an industry that addresses a critical local or Statewide
5 economic need;
- 6 B. linked to an occupation that is included in the workforce system's
7 targeted occupation list; or
- 8 C. linked to an occupation that is identified as emerging.

9 To earn industry certification, the student must demonstrate the required
10 proficiency on an assessment evaluated by an independent, third-party certifying
11 entity using predetermined standards for knowledge, skills, and competencies.

Collection of and Accounting for Expenditure of Block Tuition and Other Fees for Career Centers

14 The General Appropriations Act includes the standard tuition per contact hour for
15 residents and nonresidents and the out-of-state fee per contact hour. For adult
16 general education programs, block tuition of \$45.00 per half year or \$30.00 per term
17 shall be assessed.

18 According to the workforce development fees statute, a District's tuition must be
19 within five percent (5%) (above or below) of the standard tuition and out-of-state fee,
20 if applicable. For career certification programs, students who are classified as
21 non-residents for tuition purposes have a required out-of-state fee in addition the
22 tuition.

23 If student financial aid fees are charged, the highest amount allowed is ten percent
24 of tuition; for capital improvement or technology fees, the amount allowed is five
25 percent (5%) each. Student financial aid, capital improvement, and technology fees
26 are discretionary and are not required.

27 All funds received from block tuition shall be used only for adult general education
28 programs.

29 Tuition shall be waived for undergraduate college credit programs and career
30 certificate programs for each recipient of a Purple Heart or another combat
31 decoration superior in precedent who meets the requirements of State law.

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Career Centers shall waive out-of-state fees for students including, but not limited to, students who are undocumented for Federal immigration purposes who meet the requirements of State law.

The determination of resident status for tuition purposes in career centers shall be made in accordance with State law.

Waiver of Tuition and Fees for Certain Individuals

Certain individuals may qualify for a waiver of tuition and/or other fees. The following consist of the Board's tuition and other fee waivers.

A. Tuition shall be waived for undergraduate college credit programs and career certificate programs for each recipient of a Purple Heart or another combat decoration superior in precedent who meets the requirements of State law.

B. Out-of-state fees for career centers for the following:

1. Students who are undocumented for Federal immigration purposes and:

a. attended a secondary school in Florida for three (3) consecutive years immediately before graduating from a high school in Florida;

b. apply for enrollment in an institution of higher education within twenty-four (24) months after high school graduation; and

c. submit an official Florida high school transcript as evidence of attendance and graduation.

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2. An honorably discharged veteran of the United States Armed Forces, the United States Reserve Forces, or the National Guard who physically resides in Florida while enrolled in the career center; or entitled to and uses educational assistance provided by the United States Department of Veterans Affairs for a quarter, semester, or term beginning after July 1, 2015, who physically resides in Florida while enrolled in the career center.

3. Any career center operated by the Board shall, within the nonresident student enrollment systemwide, prioritize the enrollment of a veteran who is granted an out-of-state fee waiver pursuant hereinabove over any other student who is granted an out-of-state fee waiver under this policy.

Strategic Plan to Address Local and Regional Workforce Demands

Florida statutes require each Board to develop, in collaboration with regional workforce boards, economic development agencies, and postsecondary institutions approved to operate in the state, a strategic three (3) year plan to address and meet local and regional workforce demands. If involvement of a regional workforce board or an economic development agency in the strategic plan development is not feasible, the Board, with the approval of the Department of Economic Opportunity, shall collaborate with the most appropriate regional business leadership board.

The strategic plan must describe in detail provisions for the efficient transportation of students, the maximum use of shared resources, access to courses aligned to State curriculum standards through virtual education providers legislatively authorized to provide part-time instruction to middle school students, and an objective review of proposed career and professional academy courses and other career-themed courses to determine if the courses will lead to the attainment of industry certifications included on the CAPE Industry Certified Funding List pursuant to rules adopted by the State Board of Education.

The strategic three (3) year plan shall be constructed and based upon the elements set forth in F.S. 1003.491. Each strategic plan shall be reviewed, updated, and jointly approved every three (3) years by the School District, regional workforce boards, economic development agencies, and State-approved postsecondary institutions.

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1 F.S. 445.004, 445.006, 446 et seq., 450.081, 1000.05 1001.42, 1003.01
2 F.S. 1003.4156, 1003.428, 1003.491, 1003.492, 1003.493, 1003.4935, 1004.91
3 F.S. 1004.92, 1009.21, 1009.22, 1009.26, 1009.536, 1011.62, 1011.80
4 29 U.S.C. 201-219
5 F.A.C. 6A-6.301 through 6A-6.371, 6A-6.672, 6A-14.37

6 Revised 3/24/15
7 Revised 4/12/16

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EXCEPTIONAL STUDENT EDUCATION

The School Board, as an expression of its commitment to provide a free, appropriate, public education for students with disabilities in accordance with State and Federal laws, rules, and regulations, shall develop and implement Special Programs and Procedures for Exceptional Students and the District Plan for Exceptional Student Education. These documents shall include at least the components listed below, shall provide administrative procedures for Exceptional Student Education Programs, and shall be revised when required by the Florida Department of Education (FLDOE), readopted, and submitted to the FLDOE.

A. Child Identification

The District will make ongoing efforts to identify, locate, and evaluate students below twenty-two (22) years of age, who reside within the District and have a confirmed or suspected disability in accordance with all Federal regulations and State standards.

B. Procedural Safeguards

A child with a disability or one whom is suspected of having a disability and his/her parent shall be provided with safeguards, as required by law, throughout the identification, evaluation, and placement process, and the provision of a free, appropriate, public education to the student.

C. Multi-Factored Evaluation

A student may not be given special instruction or services as an exceptional student until after s/he has been properly evaluated and found eligible as an exceptional student in the manner prescribed by rules of the State Board of Education.

The District will provide a multifactored evaluation for students with disabilities by ensuring that:

1. children are assessed in their native language or other mode of communication;
2. tests are used for their validated purposes;

3. children are evaluated in all areas related to their suspected disability;
4. testing is conducted by a multidisciplinary team;
5. testing materials and procedures are not racially or culturally biased;
6. tests are administered by trained personnel qualified in accordance with all Federal regulations and State standards;
7. tests are administered in conformance with the instructions provided by the producer;
8. medical evaluation, when required as part of the multi-factored evaluation, shall be provided at no cost to the parent by a licensed physician designated by the Superintendent or his/her designee, when other no-cost resources are not available.

†The parent of an exceptional student evaluated and found eligible or ineligible shall be notified of such an evaluation and determination. Such notice shall contain a statement informing the parent that s/he is entitled to due process hearing on the identification, evaluation, and eligibility determination or non-determination.

D. Individualized Education Program

The District will develop an individualized education program (IEP) for each child with a disability who needs special education and related services. The IEP shall be designed to meet the unique educational needs of the child and shall be developed in meetings with the child's designated IEP Team. At the initial meeting of a student's IEP team, the District will provide parents with information about the amount of funding the District receives for each of the five (5) exceptional student education support levels for a full-time student.

Parents of the child shall be strongly encouraged to participate in all planning conferences and IEP Team meetings. The school will provide written notice of an IEP meeting to the parent at least ten (10) days before the meeting, indicating the purpose, time and location of the meeting and who, by title or position, will attend the meeting. The IEP Team meeting requirement may be waived by informed consent of the parent after the parent receives the written notice.

The District will utilize FLDOE parental consent forms for the following actions in a student's IEP:

1. administer to the student an alternate assessment pursuant to F.S. 1008.22 and provide instruction in the State standards access points curriculum; and
2. place the student in an exceptional student education center.

Except for a disciplinary interim alternative placement for no more than forty-five (45) school days, if the District determines that there is a need to change a student's IEP as it relates to the actions described above in 1 and 2, the school must hold an IEP Team meeting that includes the parent to discuss the reason for the change.

The District will not implement the change without parental consent unless the District documents reasonable efforts to obtain the parent's consent and the child's parent has failed to respond, or the District obtains approval through a due process hearing.

The child's IEP shall be reviewed and revised as often as necessary, but at least annually.

District personnel will collaborate with private instructional personnel who are hired or contracted by parents in compliance with F.S. 1003.572. "Private instructional personnel" include only the following:

1. individuals certified under F.S. 393.17 or licensed under Chapter 490 or Chapter 491 for applied behavior analysis services as defined in F.S. 627.6686 and 641.31098;
2. speech-language pathologists licensed under F.S. 468.1185;
3. occupational therapists licensed under part III of 379 Chapter 468;
4. physical therapists licensed under Chapter 486;
5. psychologists licensed under Chapter 490; and

6. clinical social workers licensed under Chapter 491.

Private instructional personnel who are hired or contracted by parents to collaborate with public instructional personnel will be permitted to observe the student in the educational setting, collaborate with instructional personnel in the educational setting, and provide services in the educational setting only if the following requirements are met:

1. the student's public instructional personnel and principal consent to the time and place; and

2. the private instructional personnel satisfy the requirements of F.S. 1012.32 or 1012.321.

E. Least Restrictive Environment

The education of students with disabilities will occur in the least restrictive environment through appropriate special education programs and services designed to meet the unique needs of each disabled student . District personnel will use the regular school facilities and adapt them to the needs of exceptional students to the maximum extent appropriate. To the extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, shall be educated with children who are not disabled. Segregation of exceptional students will occur only when the nature or severity of the exceptionality is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

F. Confidentiality of Data

The confidentiality of personally-identifiable data relating to children with disabilities and their parents and families shall be protected at collection, storage, disclosure, and destruction; one official of this District shall be assigned the responsibility for protecting the confidentiality of personally-identifiable data. The District follows all Federal regulations and State standards related to the confidentiality of data. (See Policy 8330 - Student Records)

1 G. **Due Process**

2 The District will use procedures to allow differences of opinion
3 between parents and this District or between agencies and this
4 District, to be aired and resolved. The procedures shall provide for
5 case conferences and impartial hearings on the District's proposal or
6 refusal to initiate or change the identification, evaluation, eligibility,
7 or educational placement of the child, or the provision of FAPE to
8 the child.

9 The impartial hearings shall be conducted by an administrative law
10 judge (ALJ) from the Florida Division of Administrative Hearings
11 (DOAH) and shall be final. However, any party who does not agree
12 with the findings and decision in the due process hearing, including
13 a hearing relating to disciplinary procedures, has the right to bring a
14 civil action with respect to the matter that was the subject of the
15 due process hearing. The action may be brought in a State court of
16 competent jurisdiction or in a district court of the United States
17 without regard to the amount in dispute. In the alternative, in
18 hearings conducted on behalf of a student who is identified as
19 gifted, any party aggrieved by the decision of the ALJ has the right to
20 request a review of the order by the District Court of Appeal as
21 provided in F.S. 120.68.

22 During the pendency of a due process hearing or appellate
23 proceeding regarding a due process complaint, the student shall
24 remain in his/her current educational assignment, unless the
25 parent and the Board otherwise agree.

26 H. **Surrogate Parent**

27 It shall be the policy of the District that whenever the parent or a
28 person who acts in a parental role to a child with a disability or a
29 child suspected of having a disability is determined to be legally
30 unavailable, the child's rights shall be protected through the
31 assignment of a surrogate parent. A surrogate parent means an
32 individual appointed by the Superintendent and/or the court to act
33 in place of a parent in educational decision making and in
34 safeguarding a child's rights under the Individuals with Disabilities
35 Education Act. The surrogate parent shall not be an employee of
36 the Department of Education, the School District, a community-
37 based care provider, the Department of Children and Family
38 Services, or any other public or private agency involved in the
39 education or care of the child. The surrogate parent shall meet all
40 statutory requirements and attend the required training to be
41 appointed. The Superintendent shall appoint a surrogate not more

than thirty (30) days after the District determines a particular student is in need of a surrogate.

I. **Testing Programs**

Students with disabilities shall participate in local and State-wide testing programs to the maximum extent appropriate. Individual exemptions shall be determined only by the student's IEP Team. Exceptional students with disabilities shall have access to testing sites.

A student for whom the IEP Team determines that the ~~FCAT~~ State mandated testing cannot accurately measure the student's abilities, taking in to consideration all allowable accommodations, shall have the ~~FCAT~~ State mandated testing requirement waived for the purpose of receiving a standard high school diploma if the student completes the minimum number of credits and other requirements for graduation, but does not earn a passing score on the ~~FCAT~~ State mandated testing after one (1) opportunity in the 10th grade and one (1) opportunity in the 11th grade.

Further, pursuant to State law, the IEP team may determine that end-of-course assessment cannot accurately measure the abilities of the student and may, therefore, waive the use of the results of the end-of-course assessment for purposes of determining the student's course grade and middle school promotion or award of high school credits.

If the IEP Team determines that a student with a disability is prevented by a "circumstance" or "condition" as defined in F.S. 1008.212 from physically demonstrating the mastery of skills that have been acquired and are measured by the Statewide standardized assessment, a Statewide standardized end-of-course assessment, or an alternate assessment under F.S. 1008.22(3)(c), the IEP Team may submit to the superintendent a written request for an extraordinary exemption from the administration of the assessment, pursuant to F.S. 1008.212. The request may be made at any time during the school year, but not later than sixty (60) days before the assessment for which the request is made. The superintendent will recommend to the Commissioner of Education whether the request should be granted or denied, and the Commissioner will grant or deny the requested exemption within thirty (30) days. A copy of the District's procedural safeguards as required in F.A.C. 6A-6.03311 shall be provided to the parent. If the parent disagrees with the IEP Team's recommendation, the dispute resolution methods described in the procedural safeguards shall be made available to the parent.

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A parent who disagrees with the Commissioner's denial of a requested extraordinary exemption may request an expedited hearing before DOAH pursuant to F.S. 1008.212.

J. Right to be Accompanied at Meetings Pertaining to Students with Disabilities

Parents of students with disabilities, or eligible students with disabilities, may be accompanied by another person of their choice at a meeting with District personnel. Such meetings include, but are not limited to, meetings related to the eligibility for exceptional student education or related services; the development of an individual family support plan (IFSP); the development of an individual education plan (IEP); the development of a 504 accommodation plan issued under Section 504 of the Rehabilitation Act of 1973; the transition of a student from early intervention services to other services; the development of postsecondary goals for a student with a disability and the transition services needed to reach those goals; and other issues that may affect the student's educational environment, discipline, or placement of a student with a disability.

District personnel will not object to the attendance of such adult or discourage or attempt to discourage through any action, statement, or other means, parents or an eligible student, from inviting another person of their choice to attend a meeting. Parents, eligible students, or other individuals invited to attend such meetings by parents of students with disabilities or eligible students with disabilities on school grounds shall sign-in at the front office of such school as a guest.

Parents of students with disabilities, or eligible students with disabilities, and District personnel shall sign Form 5780 F1 at the meeting's conclusion which states whether or not any District personnel have prohibited, discouraged or attempted to discourage the parents, or eligible student, from inviting a person of their choice to the meeting pertaining to their child's, or their own, educational environment, placement, or discipline.

Placement by the Department of Children and Family Services

After the Department of Children and Family Services provides written notification to the District that an exceptional student has been placed in a private residential care facility, the receiving school district shall, within ten (10) business days, review the student's individual education plan (IEP) and shall:

A. provide educational instruction to the student;

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- 1 B. contract with another provider to provide the educational
2 instruction;
- 3 C. contract with the private residential care facility in which the
4 student resides to provide the educational instruction; or
- 5 D. decline to provide or contract for educational instruction, in which
6 case the school district in which the legal residence of the student is
7 located shall provide or contract for the educational instruction of
8 the student.

9 The Superintendent shall administer the local implementation of these State
10 procedures, in accordance with State and Federal laws, rules, and regulations,
11 which shall ensure fulfillment of this policy.

12 F.S. 1001.41, 1001.42, 1002.20, 1003.01(3), 1003.4156, 1003.428, 1003.57
13 F.S. 1003.5715, 1003.572. 1008.212, 1008.22, 1008.24
14 Statewide Assessment for Students with Disabilities, F.A.C. 6A-1.0943
15 Florida Alternate Assessment Requirements, F.A.C. 6A-1.09430
16 Procedural Safeguards and Due Process Procedures for Parents and Students with
17 Disabilities, F.A.C. 6A-6.03311
18 Procedural Safeguards for Exceptional Students Who Are Gifted, F.A.C. 6A-6.03313
19 Surrogate Parents, F.A.C. 6A-6.0333
20 Definitions, ESE Policies and Procedures, and ESE Administrators,
21 F.A.C. 6A-6.03411
22 20 U.S.C. 1400 et seq.
23 20 U.S.C. 1401 et seq.
24 34 C.F.R. Part 300

25 Revised 3/4/14
26 Revised 3/24/15

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policy

THE SCHOOL BOARD OF
INDIAN RIVER COUNTY

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1 CONFLICT OF INTEREST

2 The proper performance of school business is dependent upon high standards of
3 honesty, integrity, impartiality, and professional conduct by School Board
4 employees. Further, such characteristics are essential to the Board's commitment
5 to earn and keep the public's confidence. For these reasons, the Board adopts the
6 following procedures to assure that conflicts of interest do not occur. These
7 procedures are not intended to be all inclusive, nor to substitute for good judgment
8 on the part of all District Board members, employees, officers, and agents.
9

10 A. No employee, officer, or agent shall engage in or have a financial
11 interest, directly or indirectly, in any activity that conflicts with the
12 employee's job duties and responsibilities in the school system.

13 B. ~~Employees~~ No employee, officer, or agent shall ~~not~~ engage in
14 business, private practice of their profession, the rendering of
15 services, or the sale of goods of any type where advantage is taken of
16 any professional relationship they may have with any student,
17 client, or parents of such students, or clients
18 in the course of their employment with the District.
19

20 Included, by way of illustration rather than limitation, are the
21 following:

- 22 1. the provision of any private lessons or services for a fee;
- 23 2. the use, sale, or improper divulging of any privileged
24 information about a student or client gained in the course of
25 the employee's employment or through access to District
26 records;
- 27 3. the referral of any student or client for lessons or services to
28 any private business or professional practitioner if there is
29 any expectation of reciprocal referrals, sharing of fees, or
30 other remuneration;

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4. the requirement of students or clients to purchase any private goods or services provided by an employee or any business, or professional practitioner with whom any employee has a financial relationship , as a condition of receiving any grades, credits, promotions, approvals, or recommendations.

C. ~~Employees~~ No employee, officer, or agent shall ~~not~~ make use of materials, equipment, or facilities of the District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

Exceptions to any provision in parts A through C of this policy shall be approved in advance by the Superintendent and shall be consistent with State law.

Employees, officers, or agents may not participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Employees may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

To the extent that the District has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the School District may not conduct a procurement action involving the parent, affiliate, or subsidiary organization if the School District is unable, or appears to be unable, to be impartial.

Employees, officers and agents must disclose any potential conflict of interest which may lead to a violation of this policy to the School District. Upon discovery of any potential conflict of interest, the School District will disclose, in writing, the potential conflict of interest to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

The District will also disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

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Employees, officers and agents found to be in violation of this conflict of interest policy will be subject to disciplinary action up to and including termination, pursuant to Board Policy 3139.01, Staff Discipline and/or State law.

F.S. 112.312, 112.313, 1006.32
2 C.F.R. 200.112, 200.113, 200.138

Revised 4/12/16

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APPOINTMENT, ASSIGNMENT, TRANSFER, AND
PROMOTION OF INSTRUCTIONAL STAFF

The School Board believes that the appropriate placement of qualified and competent staff is essential to the successful functioning of the District.

Appointment and Assignment

When developing his/her recommendation for appointments of instructional staff, the Superintendent shall consider nominations for staff appointments submitted by the principals. Further, if the Superintendent intends to recommend placement of a staff member in a school who was not nominated by the principal, the Superintendent will consult with that principal. In accordance with State law, a principal may refuse to accept the Superintendent's proposed assignment of an instructional staff member to his/her school unless that instructional staff member has a performance rating of effective or highly effective under F.S. 1012.34.

After such required consideration and consultation, the Superintendent shall submit written recommendations with regard to the appointment and assignment of instructional staff for Board action.

The Board shall act not later than three (3) weeks following the receipt of ~~Florida Standards Assessment~~ state-mandated test scores and data, including school grades, or June 30th, whichever is later, on the Superintendent's nominations of supervisors, principals, and members of the instructional staff.

In accordance with State law, the Board may reject the Superintendent's recommendation for initial appointment and assignment, or re-appointment and assignment, for good cause.

The Board authorizes the Superintendent to temporarily reassign employees when the Superintendent determines that it is in the employee's and/or School District's best interest(s).

Assignment to Schools Graded "D" or "F"

Pursuant to statutory requirements, the percentage of temporarily certified teachers, teachers in need of improvement, or out-of-field teachers assigned to schools graded "D" or "F" under State law shall not be greater than the District average. Such assignments shall be consistent with the collective bargaining agreement.

1 A newly hired instructional staff member may be assigned to a school that has
2 earned a grade of "F" in the previous year, or any combination of three (3)
3 consecutive grades of "D" or "F" in the previous years, if the individual:

4 A. has received an "effective" or "highly effective" rating in the
5 immediate prior year's performance evaluation;

6 B. has successfully completed or is enrolled in a teacher preparation
7 program, is provided with high-quality mentoring during the first
8 two (2) years of employment, holds a professional certificate and
9 holds a probationary contract; or

10 C. holds a probationary contract, holds a professional certificate and
11 has successful teaching experience, and if, in the judgment of the
12 school principal students would benefit from the placement of that
13 individual.

14 The Superintendent will annually certify to the Commission of Education that these
15 requirements are being met. If these requirements are not met and the
16 Superintendent cannot certify, the Board shall be informed immediately.

17 **Assignment to Teacher Preparation Programs**

18 All instructional personnel who supervise or direct teacher preparation students
19 during field experience courses or internships in which candidates demonstrate an
20 impact on student learning growth must have evidence of "clinical educator"
21 training, a valid professional certificate and at least three (3) years K-12 teaching
22 experience and must have earned an "effective" or "highly effective" rating on the
23 prior year's performance evaluation or be a peer evaluator under the District's
24 evaluation system.

25 All instructional personnel who supervise or direct teacher preparation students
26 during field experience courses or internships in another state, in which a candidate
27 demonstrates an impact on student learning growth, through a Florida online or
28 distance program must have received "clinical educator" training or its equivalent in
29 that state, hold a valid professional certificate issued by the state in which the field
30 experience takes place, and have at least three (3) years of K-12 teaching experience.

1 All instructional personnel who supervise or direct teacher preparation students
2 during field experience courses or internships, in which a candidate demonstrates
3 an impact on student learning growth, on a United States military base in another
4 country through a Florida online or distance program must have received "clinical
5 educator" training or its equivalent, hold a valid professional certificate issued by the
6 United States Department of Defense or a state or territory of the United States, and
7 have at least three (3) years of K-12 teaching experience.

8 **Promotion and Transfer**

9 Pursuant to State law, the Superintendent's primary consideration in recommending
10 an individual for promotion must be the individual's demonstrated effectiveness
11 pursuant to State law.

12 Before transferring an instructional staff member from one (1) school to another, the
13 Superintendent shall consult with the principal of the school to which the teacher
14 will be assigned and allow the principal the opportunity to review the teacher's
15 records, including student performance demonstrated under F.S. 1012.34, and
16 interview the teacher. If, in the judgment of the principal, students would not
17 benefit from the placement, an alternative placement may be sought. A principal
18 may refuse to accept the Superintendent's assignment or transfer of an instructional
19 staff member who holds a professional teaching certificate to his/her school, unless
20 that instructional staff member has a performance rating of effective or highly
21 effective under F.S. 1012.34.

22 After the required considerations and consultations, the Superintendent shall
23 submit written recommendations with regard to the promotion or transfer of
24 instructional staff for Board action.

25 In accordance with State law, the Board may reject the Superintendent's
26 recommendation for the transfer or promotion of an instructional staff member for
27 good cause.

28 **Required Reporting**

29 The Superintendent must annually notify the parent of any student who is assigned
30 to classroom with a teacher having two (2) consecutive annual performance
31 evaluation ratings of unsatisfactory, two (2) annual performance evaluation ratings
32 of unsatisfactory within a three (3) year period, or three (3) consecutive annual
33 performance evaluation ratings of needs improvement or a combination of needs
34 improvement and unsatisfactory.

1 **Duties, Days, and Hours**

2 The Superintendent shall make known through administrative channels the duties,
3 days, and hours of the various classes of instructional personnel.

4 A. Instructional staff members shall perform the duties required by
5 Florida statutes, Board policy, and the collective bargaining
6 agreement, as well as other reasonable duties as may be assigned by
7 their immediate supervisor. Failure to perform such duties in an
8 acceptable manner shall constitute a violation of the instructional
9 staff member's contract and just cause for disciplinary action.

10 B. Instructional staff members are responsible for student control and
11 supervision at any location on campus or during school-sponsored
12 activities.

13 C. Instructional staff members shall not permit their family members
14 or friends by their presence to interfere with performance of their
15 duties during working hours.

16 **Employment and Supervision of Relatives (Nepotism)**

17 Instructional staff members may not nominate for employment, or directly
18 supervise, relatives at the same work location. The instructional staff member of
19 any District entity or office shall disclose to the Superintendent any relative for
20 whom the instructional staff member is responsible with respect to employment
21 decisions, payroll authorization, or job performance evaluations. All employees shall
22 disclose to the Superintendent, the names of all relatives working at the same work
23 location. Failure to immediately make such disclosures shall be grounds for
24 disciplinary action, up to and including termination.

25 Work location is defined to include payroll cost center or any administrative unit
26 under the direct supervision of a permanent employee of the District.

27 "Relative" means an individual who is related to the supervisor as father, mother,
28 son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband,
29 wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law,
30 sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister,
31 half-brother, half-sister, grandfather, grandmother, grandchild, or living in the same
32 residence.

33 F.S. 112.3135, 1004.04, 1012.22, 1012.23, 1012.2315, 1012.27, 1012.28

34 Revised 3/24/15

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1

STANDARDS OF ETHICAL CONDUCT

2

Instructional staff members shall be guided by and adhere to the following ethical principles:

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District instructional staff members shall comply with the following disciplinary principles. Violation of any of these principles shall subject the individual to revocation or suspension of the individual instructional staff member's certificate, or the other penalties as provided by law.

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A. Obligation to the student requires that the District instructional staff member:

~~An effective educational program requires the services of men and women of integrity, high ideals, and human understanding.~~

33

~~A. An instructional staff member shall:~~

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1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.
2. not unreasonably restrain a student from independent action in pursuit of learning.
3. not unreasonably deny a student access to diverse points of view.
4. not intentionally suppress or distort subject matter relevant to a student's academic program.
5. not intentionally expose a student to unnecessary embarrassment or disparagement.
6. not intentionally violate or deny a student's legal rights.
7. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination.
8. not exploit a relationship with a student for personal gain or advantage.
9. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

B. Obligation to the public requires that the District instructional staff member shall:

- ~~10~~1. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.
- ~~11~~2. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.

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~~12~~3. not use institutional privileges for personal gain or advantage.
(see also Policy 3129, Conflict of Interest)

~~13~~4. accept no gratuity, gift, or favor that might influence
professional judgment. (see also Policy 3129, Conflict of
Interest)

~~14~~5. offer no gratuity, gift, or favor to obtain special advantages.
(see also Policy 3129, Conflict of Interest)

C. Obligation to the profession of education requires that the District instructional staff member shall

~~15~~1. maintain honesty in all professional dealings.

~~16~~2. not on the basis of race, color, religion, sex, age, national or
ethnic origin, political beliefs, marital status, handicapping
condition if otherwise qualified, or social and family
background deny to a colleague professional benefits or
advantages or participation in any professional organization.

~~17~~3. not interfere with a colleague's exercise of political or civil
rights and responsibilities.

~~18~~4. not engage in harassment or discriminatory conduct which
unreasonably interferes with an individual's performance of
professional or work responsibilities or with the orderly
processes of education or which creates a hostile,
intimidating, abusive, offensive, or oppressive environment;
and, further, shall make reasonable efforts to assure that
each individual is protected from such harassment or
discrimination.

~~19~~5. not make malicious or intentionally false statements about a
colleague.

~~20~~6. not use coercive means or promise special treatment to
influence professional judgments of colleagues.

~~21~~7. not misrepresent one's own professional qualifications.

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- 1 ~~22~~8. not submit fraudulent information on any document in
2 connection with professional activities.
- 3 ~~23~~9. not make any fraudulent statement or fail to disclose a
4 material fact in one's own or another's application for a
5 professional position.
- 6 ~~24~~10. not withhold information regarding a position from an
7 applicant or misrepresent an assignment or conditions of
8 employment.
- 9 ~~25~~11. provide upon the request of a certificated individual a written
10 statement of specific reason for recommendations that lead to
11 the denial of increments, significant changes in employment,
12 or termination of employment.
- 13 ~~26~~12. not assist entry into or continuance in the profession of any
14 person known to be unqualified in accordance with these
15 *Principles of Professional Conduct for the Education Profession*
16 *in Florida* and other applicable Florida statutes and State
17 Board of Education rules.
- 18 ~~27~~13. self-report within forty-eight (48) hours to appropriate
19 authorities (as determined by the District) any
20 arrests/charges involving the abuse of a child or the sale
21 and/or possession of a controlled substance. Such notice
22 shall not be considered an admission of guilt nor shall such
23 notice be admissible for any purpose in any proceeding, civil
24 or criminal, administrative or judicial, investigatory or
25 adjudicatory. In addition, District instructional staff
26 members shall self-report any conviction, finding of guilt,
27 withholding of adjudication, commitment to a pretrial
28 diversion program, or entering of a plea of guilty or Nolo
29 Contendere for any criminal offense other than a minor traffic
30 violation within forty-eight (48) hours after the final
31 judgment. When handling sealed and expunged records
32 disclosed under this rule, school districts shall comply with
33 the confidentiality provisions of F.S. 943.0585(4)(c) and
34 943.059(4)(c).

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~~28~~14. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).

~~29~~15. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1).

~~30~~16. comply with the conditions of an order of the Education Practices Commission imposing probation, imposing a fine, or restricting the authorized scope of practice.

~~31~~17. as the supervising administrator, cooperate with the Education Practices Commission in monitoring the probation of a subordinate.

~~BD~~. No instructional staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Policy 3129, Conflict of Interest)

~~CE~~. All District instructional staff members shall adhere to the principles enumerated above.

All instructional staff members shall be required to complete training on the standards established herein upon employment and annually thereafter.

F.S. 112.312, 112.313, 1001.42(6), 1001.421, 1006.32, 1012.23

F.A.C. ~~6A-10.080~~, 6A-10.081

Revised 4/12/16

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EVALUATION OF INSTRUCTIONAL PERSONNEL

Pursuant to State law, evaluations shall be conducted for the purpose of increasing student learning growth by improving the quality of instructional services in the District. The instructional personnel performance evaluation system is a product of negotiations with the Indian River County Education Association (IRCEA). Except for classroom teachers who are newly hired in the District and excluding substitute teachers, a performance evaluation must be conducted for each instructional staff member at least once per year. Newly hired teachers must be observed and evaluated twice during their first year of teaching in the District.

The Principal is responsible for the performance of all personnel employed by the School Board and assigned to the school to which the Principal is assigned. The Principal shall appropriately and effectively apply the personnel evaluation system that has been recommended by the Superintendent and approved by the Board, and approved, as required by State law, by the Florida Department of Education.

Instructional Personnel Evaluation System

The evaluation system for instructional personnel will:

- A. be designed to support effective instruction and student learning growth, and performance evaluation results must be used when developing District and school level improvement plans;
- B. provide appropriate instruments, procedures, timely feedback, and criteria for continuous quality improvement of the professional skills of instructional personnel, and performance evaluation results must be used when identifying professional development;
- C. include a mechanism to examine performance data from multiple sources, including opportunities for parents to provide input into employee performance evaluations when appropriate;
- D. identify those teaching fields for which special evaluation procedures and criteria are necessary;
- E. differentiate among four (4) levels of performance as follows:

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1. highly effective
 2. effective
 3. needs improvement or, for instructional personnel in the first three (3) years of employment who need improvement, developing
 4. unsatisfactory
- F. provide for training and monitoring programs based upon guidelines provided by the Department of Education to ensure that all individuals with evaluation responsibilities understand the proper use of the evaluation criteria and procedures.

Evaluation Procedures and Criteria

A performance evaluation must be conducted each instructional staff member at least once a year, except that a classroom teacher, as defined in F.S. 1012.01(2)(a), excluding substitute teachers, who is newly hired by the District, must be observed and evaluated at least twice in the first year of teaching in the District. All personnel must be fully informed of the criteria, data sources, methodologies, and procedures associated with the evaluation process before the evaluation takes place.

Performance of Students

At least fifty percent (50%) of ~~a~~the performance evaluation for instructional personnel must be based upon the data and indicators of student performance of the teacher's students. The performance of students' criterion shall also include growth or achievement data of the teacher's students for at least three (3) years or, if less than three (3) years is available, the years for which data are available.

For classroom teachers of grades and subjects for which their students' performance is assessed by Statewide standardized assessments, the District shall measure student learning growth using the formulas approved by the Commissioner and the standards for performance levels adopted by the State Board for courses associated with the Statewide, standardized assessments administered under F.S. 1008.22 no later than the school year immediately following the year the formula is approved by the Commissioner (see F.A.C. 6A-5.030 and 6A-5.0411) ~~for grades and subjects not assessed by Statewide, standardized assessments.~~

~~This portion of the evaluation must include growth or achievement data of the teacher's students.~~

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For classroom teachers of grades and subjects for which their students' performance is not assessed by Statewide, standardized assessments, the District shall measure student performance using the methodology set forth in the District's evaluation plan that is submitted to and approved by the FLDOE to measure the student's performance upon which to base one-half (1/2) of the performance evaluation.

For instructional personnel who are not classroom teachers, the District shall use the methodology set forth in the District's evaluation plan that is submitted to and approved by the FLDOE to measure the student's performance upon which to base one-half (1/2) of the performance evaluation.

Pursuant to State law, the proportion of growth or achievement data in the District-determined student performance measures may be determined by instructional assignment.

Instructional Practice

The remainder of the performance evaluation must be based upon instructional practice. Evaluation criteria used when annually observing classroom teachers, as defined in F.S. 1012.01(2)(a), excluding substitute teachers, must include indicators based upon each of the Florida Educator Accomplished Practices adopted by the State Board of Education. For instructional personnel who are not classroom teachers, evaluation criteria must be based upon indicators of the Florida Educator Accomplished Practices and may include specific job expectations related to student support.

~~Non-Classroom Teachers~~

~~For instructional personnel who are not classroom teachers, the student learning growth portion of the evaluation must include growth data on Statewide assessments for students assigned to the instructional personnel over the course of at least three (3) years, or may include a combination of student learning growth data and other measurable student outcomes that are specific to the assigned position, provided that the student learning growth data accounts for not less than thirty percent (30%) of the evaluation. If less than three (3) years of student growth data are available, the years for which data are available must be used and the percentage of the evaluation based upon student learning growth may be reduced to not less than twenty percent (20%).~~

~~The evaluation criteria for non-classroom teachers must include, but are not limited to, the following:~~

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~~A. student performance, as described above;~~

~~B. instructional practice, including indicators based upon each of the Florida Educator Accomplished Practices adopted by the State Board and specific job expectations related to student support for instructional staff members who are not classroom teachers;~~

~~C. professional and job responsibilities adopted by the State Board, as well as additional professional and job responsibilities established by the Board.~~

The Principal shall inform all instructional personnel of the criteria and procedures associated with the performance evaluation process before evaluation begins. Additionally, the Principal shall assist the teachers within the school to use student assessment data, as measured by student learning growth gains pursuant to State law, for self-evaluation and improvement.

The evaluation shall be completed and on file in accordance with the time schedule established by the Superintendent. The written report of the evaluation must be on file and provided to the employee within ten (10) days after the evaluation conference. The evaluator must discuss the written evaluation report with the employee. The employee shall have the right to initiate a written response to the evaluation, and the response shall become a permanent attachment to his/her personnel file. The evaluator may amend an evaluation based upon assessment data from the current year if the data becomes available within ninety (90) days after the close of the school year.

If an employee who holds a professional service contract is not performing his/her duties in a satisfactory manner, the evaluator shall notify the employee in writing of such determination. The notice must describe such unsatisfactory performance and include notice of the procedural requirements set forth in F.S. 1012.34.

An evaluation shall be submitted at the time an instructional staff member leaves the District if services terminate prior to annual evaluations.

An instructional staff member shall be given a copy of any documents relating to his/her performance which are to be placed in the personnel file.

A portion of each instructional staff member's compensation shall be based on the employee's performance evaluation as required by State law.

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1 In addition, the Superintendent shall annually report the evaluation results of
2 instructional staff members using the four (4) levels of performance set forth in State
3 law to the FLDOE. The results shall be provided by school and shall be
4 disaggregated by classroom teachers, as defined in State law, excluding substitute
5 teachers, and all other instructional personnel, also as defined in State law.

6 The Superintendent shall also notify the FLDOE of any instructional staff members
7 who receive two (2) consecutive unsatisfactory evaluations, as well as any
8 instructional personnel who are given written notice by the District of intent to
9 terminate or not renew their employment.

10 Annual Review of District Instructional Personnel Evaluation System

11 The Superintendent shall develop procedures for annual review of the instructional
12 staff evaluation system to analyze whether it complies with Florida law and this
13 policy. All substantial revisions to the evaluation system must be reviewed and
14 approved by the Board, upon the recommendation of the Superintendent, before
15 being submitted to the Florida Department of Education for Approval and being
16 used to evaluate instructional personnel. Substantial revisions are those that would
17 cause an amendment to which performance levels would be assigned to
18 instructional personnel.

19 F.S. 1012.01, 1012.22, 1012.28, 1012.31, 1012.34
20 F.A.C. 6A-5.030, 6A-5.0411

21 Revised 3/4/14
22 Revised 3/24/15
23 Revised 4/12/16

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NEW POLICY

CONTRACTS FOR CONFIDENTIAL POSITIONS

Support staff members who are in confidential positions shall enter into a written contract with the School Board.

An individual newly hired by the Board will be awarded a one (1) year probationary contract. Upon successful completion of the probationary contract, the Board may award an annual contract. An annual contract may be awarded only if the employee has been recommended by the Superintendent for the annual contract and approved by the Board.

A true signed copy of the contract shall be retained by the Board in the office of the Superintendent.

Contracts with support staff in confidential positions that provide for extra compensation, bonuses, and/or severance pay shall strictly comply with the provisions of State law.

Any member of the support staff in a confidential position who is willfully absent from duty without leave shall forfeit compensation for the time absent and the staff member's contract shall be subject to cancellation by the Board.

F.S. 215.425(2), 447.203, 1012.23

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1 CONFLICT OF INTEREST

2 The proper performance of school business is dependent upon high standards of
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13 B. ~~Employees~~ No employee, officer, or agent shall ~~not~~ engage in
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15 services, or the sale of goods of any type where advantage is taken of
16 any professional relationship they may have with any student,
17 client, or parents of such students, or clients
18 in the course of their employment with the District.
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20 Included, by way of illustration rather than limitation, are the
21 following:

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25 the employee's employment or through access to District
26 records;
- 27 3. the referral of any student or client for lessons or services to
28 any private business or professional practitioner if there is
29 any expectation of reciprocal referrals, sharing of fees, or
30 other remuneration;

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4. the requirement of students or clients to purchase any private goods or services provided by an employee or any business, or professional practitioner with whom any employee has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations.

- C. ~~Employees~~ No employee, officer, or agent shall ~~not~~ make use of materials, equipment, or facilities of the District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.

Exceptions to any provision in parts A through C of this policy shall be approved in advance by the Superintendent and shall be consistent with State law.

Employees, officers, or agents may not participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Employees, officers, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

To the extent that the District has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the School District may not conduct a procurement action involving the parent, affiliate, or subsidiary organization if the School District is unable, or appears to be unable, to be impartial.

Employees, officers and agents must disclose any potential conflict of interest which may lead to a violation of this policy to the School District. Upon discovery of any potential conflict of interest, the School District will disclose, in writing, the potential conflict of interest to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

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The District will also disclose, in a timely manner, all violations of Federal criminal law involving fraud, bribery or gratuity that affect a Federal award to the appropriate Federal awarding agency or, if applicable, the pass-through entity.

Employees, officers and agents found to be in violation of this conflict of interest policy will be subject to disciplinary action up to and including termination, pursuant to Board Policy 4139.01, Staff Discipline and/or State law.

F.S. 112.312, 112.313, 1006.32
2 C.F.R. 200.112, 200.113, 200.138

Revised 4/12/16

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STANDARDS OF ETHICAL CONDUCT

~~An effective educational program requires the services of men and women of integrity, high ideals, and human understanding. The School Board expects all support staff members to maintain and promote these essentials.~~

Support staff members shall be guided by and adhere to the following ethical principles:

A. The support staff member values the worth and dignity of every person, the pursuit of truth, devotion to excellence, acquisition of knowledge, and the nurture of democratic citizenship. Essential to the achievement of these standards are the freedom to learn and to teach and the guarantee of equal opportunity for all.

B. The support staff member's primary professional concern will always be for the student and for the development of the student's potential. The support staff member will therefore strive for professional growth and will seek to exercise the best professional judgment and integrity.

C. The support staff member strives to achieve and sustain the highest degree of ethical conduct because s/he is aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community.

~~Furthermore, the Board hereby establishes the following as the standards of ethical conduct for all support staff members in the District who have direct access to students:~~

All District support staff members shall comply with the following disciplinary principles.

Individuals who violate any of these principles shall be subject to disciplinary action, as well as other penalties as may be provided by law.

A. Obligation to the student requires that the District support staff member ~~A support staff member with direct access to students~~ shall:

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1. make a reasonable effort to protect the student from conditions harmful to learning and/or to the student's mental and/or physical health and/or safety.

2. not unreasonably restrain a student from independent action in pursuit of learning.

3. not unreasonably deny a student access to diverse points of view;

4. not intentionally suppress or distort subject matter relevant to a student's academic program;

~~3~~5. not intentionally expose a student to unnecessary embarrassment or disparagement.

~~4~~6. not intentionally violate or deny a student's legal rights.

~~5~~7. not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable efforts to assure that each student is protected from harassment or discrimination.

~~6~~8. not exploit a relationship with a student for personal gain or advantage.

~~7~~9. keep in confidence personally identifiable information obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.

B. Obligation to the public requires that the District support staff member shall:

1. take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated;

~~8~~2. not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.

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~~9~~3. not use institutional privileges for personal gain or advantage.
(see also Policy 4129, Conflict of Interest)

~~10~~4. accept no gratuity, gift, or favor that might influence
judgment. (see also Policy 4129, Conflict of Interest)

**(NOTE: Pursuant to F.S. 112.313, no support staff
member shall solicit or accept anything of value including
a gift (see F.S. 112.312), loan, reward, promise of future
employment, favor, or service based upon an
understanding that the vote, official action, or judgment
of the support staff member would be influenced thereby.)**

~~11~~5. offer no gratuity, gift, or favor to obtain special advantages.
(see also Policy 4129, Conflict of Interest)

C. Obligation to the profession of education requires that the District
support staff member shall:

~~12~~1. maintain honesty in all dealings.

2. not on the basis of race, color, religion, sex, age, national or
ethnic origin, political beliefs, marital status, handicapping
condition if otherwise qualified, or social and family
background deny to a colleague professional benefits or
advantages or participation in any professional organization;

~~13~~3. not interfere with another ~~District—employee~~colleague's
exercise of political or civil rights and responsibilities.

~~14~~4. not engage in harassment or discriminatory conduct which
unreasonably interferes with an individual's performance of
professional work responsibilities or with the orderly
processes of education or which creates a hostile,
intimidating, abusive, offensive, or oppressive environment;
and, further, shall make reasonable efforts to assure that
each individual is protected from such harassment or
discrimination.

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- ~~15~~5. not make malicious or intentionally false statements about another ~~District employee~~ colleague.
6. not use coercive means or promise special treatment to influence professional judgments of colleagues;
- ~~16~~7. not misrepresent one's own professional qualifications.
- ~~17~~8. not submit fraudulent information on any document in connection with ~~employment~~ professional activities.
- ~~18~~9. not make any fraudulent statement or fail to disclose a material fact in one's own or another's application for ~~employment~~ a professional position.
10. not withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment;
11. provide upon the request of a certificated individual a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment;
12. not assist entry into or continuance in the profession of any person known to be unqualified in accordance with these Principles of Professional Conduct for the Education Profession in Florida and other applicable Florida statutes and State Board of Education rules;
- ~~19~~13. self-report within forty-eight (48) hours to appropriate authorities (as determined by the District) any arrests/charges involving the abuse of a child or the sale and/or possession of a controlled substance. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial, investigatory or adjudicatory. In addition, District support staff members shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or Nolo Contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment. When

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handling sealed and expunged records disclosed under this rule, school districts shall comply with the confidentiality provisions of F.S. 943.0585(4)(c) and 943.059(4)(c).

14. report to appropriate authorities any known allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);

15. seek no reprisal against any individual who has reported any allegation of a violation of the Florida School Code or State Board of Education rules as defined in F.S. 1012.795(1);

BC. No support staff member shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/her duties in the public interest. (see also Policy 4129, Conflict of Interest)

CD. All District support staff members shall adhere to the principles enumerated above.

All support staff members ~~who have direct access to students~~ shall be required to complete training on the standards established herein upon employment and annually thereafter.

F.S. 112.312, 112.313, 1001.42(6), 1001.421, 1006.32, 1012.23
F.A.C. ~~6A-10.080~~, 6A-10.081

Revised 4/12/16

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1 **HOMELESS STUDENTS**

2 For purposes of this policy, pursuant to Federal and State law, homeless children
3 and youth are defined as individuals who lack a fixed, regular, and adequate
4 nighttime residence, and include those who meet any of the following criteria:

- 5 A. share the housing of other persons due to loss of housing, economic
6 hardship, or similar reason;
- 7 B. live in motels, hotels, trailer parks, or camping grounds due to a
8 lack of alternative adequate accommodations;
- 9 C. live in emergency or transitional shelters;
- 10 D. are abandoned in hospitals or awaiting for foster care placement;
- 11 E. have a primary nighttime residence that is a public or private place
12 not designed for or ordinarily used as a regular sleeping
13 accommodation for human beings; or
- 14 F. live in a car, park, public space, abandoned building, substandard
15 housing, bus or train station, or similar setting.

16 Additionally, pursuant to State law, an unaccompanied homeless youth is an
17 individual who is sixteen (16) years of age or older and is found by the District's
18 Liaison for Homeless Children to be an unaccompanied homeless youth eligible for
19 services under Federal law.

20 Further, pursuant to Federal and State law, children or youth who are experiencing
21 homelessness also include migratory children who are living in circumstances
22 described in A-F above.

23 It is the policy of the School Board that homeless students are afforded the same
24 free appropriate public education as provided to other students and have access to
25 the educational and other services that they need so that they have the opportunity
26 to meet the same challenging Florida academic achievement standards to which all
27 students are held. Homeless preschool-aged children and their families shall have
28 access to the educational services for which they are eligible, including preschool
29 programs administered by the School District.

30 Homeless students will not be stigmatized or segregated on the basis of their status
31 as homeless. The District shall establish safeguards that protect homeless students
32 from discrimination on the basis of their homelessness.

1 The District shall remove barriers to the enrollment and retention of homeless
2 students in schools in the District. Homeless students shall be enrolled
3 immediately, even if they do not have the necessary enrollment documentation such
4 as immunization and health records, proof of residency or guardianship, birth
5 certificate, school records, and other documentation.

6 Further, the Homeless Liaison will assist, to the extent feasible, the homeless
7 students and their parent(s)/guardian(s) or unaccompanied homeless students in
8 their efforts to provide documentation to meet State and local requirements for entry
9 into school. No Board policy, administrative procedure, or practice will be
10 interpreted or applied in such a way as to inhibit the enrollment, attendance, or
11 school success of homeless children.

12 The District will keep homeless students in the school of origin, that is, the school
13 that the child or youth attended when permanently housed or last enrolled, or will
14 be assigned to the school serving the grade in which the student will be placed in
15 the attendance zone where the child or youth currently resides.

16 Homeless students will be provided services comparable to other students in the
17 District including:

- 18 A. transportation services;
- 19 B. educational services for which the homeless student meets eligibility
20 criteria including services provided under Title I, Part A of the
21 Elementary and Secondary Education Act or similar State and local
22 programs, educational programs for children with disabilities and
23 gifted students, and educational programs for students with limited
24 English proficiency;
- 25 C. programs in vocational and technical education;
- 26 D. school nutrition programs; and
- 27 E. before- and after-school programs.

28 The Board recognizes that homeless students have the right to remain in their
29 school of origin and the right to dispute their school assignment, if their assignment
30 is other than their school of origin. The Board requires that these rights and the
31 dispute process be communicated to the parent or guardian of the homeless student
32 or unaccompanied youth. According to the child's or youth's best interest, a
33 homeless student will either remain in the school of origin for the duration of
34 homelessness, or be enrolled in the school in the attendance zone where the student
35 currently resides. The school of origin is the school that student attended when
36 permanently housed or last enrolled.

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1 In determining the best interest of the student, the District shall, to the extent
2 feasible, keep the student in the school of origin, except when doing so is contrary to
3 the wishes of the homeless student's parent/guardian or the unaccompanied youth.
4 If the student is sent to a school other than the school of origin or a school
5 requested by the parent/guardian, a written explanation, including a statement
6 regarding the right to appeal, will be provided to the homeless student's
7 parent/guardian or the unaccompanied youth. Each school in the District shall
8 post public notice of educational rights of children and youth experiencing
9 homelessness.

10 At the request of the parent/guardian, or in the case of an unaccompanied youth, or
11 the local Homeless Liaison, transportation shall be provided for a homeless student
12 to and from the school of origin as follows:

- 13 A. If the homeless student continues to live in the School District in
14 which the school of origin is located, transportation will be provided.
- 15 B. If the homeless student moves to an area served by another district,
16 though continuing his/her education at the school of origin, the
17 district of origin and the district in which the student resides must
18 agree upon a method to apportion responsibility and costs for
19 transportation to the school of origin. If the districts cannot agree
20 upon such a method, the responsibility and costs must be shared
21 equally.

22 The Superintendent will appoint a Liaison for Homeless Children who will perform
23 the duties as required by law, as well as additional duties that may be assigned by
24 the Superintendent. Such duties include, but are not limited to, providing written
25 certification documenting that an individual meets the definition set forth in State
26 law of "unaccompanied homeless youth". The written certification shall be issued on
27 official District letterhead stationery of the Homeless Liaison and shall include the
28 date of the finding, a citation to F.S. ~~746~~743.067(2), and the Homeless Liaison's
29 signature.

30 Additionally, the Liaison will coordinate and collaborate with the State Coordinator
31 for the Education of Homeless Children and Youth as well as with community and
32 school personnel responsible for the provision of education and related services to
33 homeless children and youth.

34 F.S. 743.067
35 42 U.S.C. 11431 et seq.

36 Revised 3/24/15

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1

ATTENDANCE

2 The educational program offered by this District is predicated upon the presence of
3 the student and requires continuity of instruction and classroom participation.
4 Attendance shall be required of all students enrolled in the schools during the days
5 and hours that the school is in session. School attendance is the responsibility of
6 parents and students. Absences shall be reported to the school attendance office by
7 the parent or adult student as soon as practicable.

8 In accordance with statute, the Superintendent shall require, from the parent of
9 each student of compulsory school age or from an adult student who has been
10 absent from school or from class for any reason, a statement of the cause for such
11 absence. The School Board reserves the right to verify such statements and to
12 investigate the cause of each single absence.

13 In addition, educators have the responsibility to encourage regular attendance of
14 students, maintain accurate attendance records, and follow reporting procedures
15 prescribed by the Superintendent. Schools will record absent and tardy student in
16 the automated student attendance recordkeeping system.

17 The recording of student attendance for the purpose of administering the full-time
18 equivalent program and other State purposes shall be as herein prescribed.

19 A. The presence or absence of each student shall be determined daily
20 at a period prescribed by the Principal. It shall be the duty of the
21 Principal to determine that the teacher is notified when a student
22 reports to school after the attendance check is made. All tardy and
23 absent students shall be documented. No alternate system of
24 recording student attendance may be used except as provided in
25 state regulations and upon authorization of the School Board.

26 B. Attendance may be counted if the student is actually present at
27 school or away from school on a school day and is engaged in an
28 educational activity which constitutes a part of the school approved
29 educational program for the student. Attendance may include field
30 trips, athletic contests, musical festivals, and similar activities when
31 officially authorized under policies of the Board; but shall not
32 include activities supervised or sponsored by a private individual or
33 group. Under no conditions shall a student be required or permitted
34 to answer roll call and then be excused from school attendance as a
35 means of circumventing the law and regulations. Any falsification of

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1 attendance or a false report of FTE shall be deemed grounds for
2 seeking the revocation of the teacher certificate as provided by law.

3 C. Attendance of students for at least 180 days of instruction or the
4 equivalent, as provided by law and regulations of the State Board of
5 Education, shall be required except for absences due to illness or as
6 otherwise provided by law, Board policies, and the *Code of Student*
7 *Conduct*, which is incorporated by reference into this policy. A
8 student who is enrolled in school shall be required to attend school
9 regularly whether or not the compulsory attendance law applies.

10 D. All required attendance documents shall be retained on the
11 automated attendance system.

12 E. Required attendance documents may not be destroyed except upon
13 the authorization of the Board as provided in State regulations.

14 F. The Principal shall be responsible for the administration of all laws,
15 State Board of Education regulations, and Board regulations
16 pertaining to student attendance and shall assure that all teachers
17 and clerks are instructed in proper record keeping and will monitor
18 as necessary. Any attendance report containing any material
19 inaccuracies resulting from negligence of the Principal shall be
20 considered a false report for which the Principal shall be subject to
21 penalties as provided by law.

22 G. Parent/Guardian verification of absence. The parent/guardian shall
23 notify the school of his/her child's absence consistent with the
24 provisions of the *Code of Student Conduct*, which is incorporated by
25 reference into this policy.

26 H. Attendance checks for administrative purposes. If a student is
27 reported present during the school day and subsequently is absent
28 without excuse, the Principal shall take appropriate action.

29 I. Student absences and tardies. The general school attendance
30 procedures contained in the *Code of Student Conduct* shall govern
31 student tardies, excused absences, unexcused absences, and
32 procedures for students who are beyond the compulsory attendance
33 age. Specific attendance procedures for high school students
34 contained in the *Code of Student Conduct* shall apply to students in
35 grades 9-12.

36 Unexcused absences shall not be grounds for suspension from school but may
37 result in detention or placement in existing alternative programs.

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Provision shall be made for promoting school attendance through adjustment of personal problems, education of parents, and enforcement of the compulsory attendance laws and related child-welfare legislation. Accordingly:

A. absences must be reported to the school by the parent or adult student as soon as practicable

Failure to report and explain the absence(s) shall result in unexcused absence(s). The final authority for determining acceptability of the reason for the absence(s) shall rest with the principal.

B. teachers shall record absentees each period of the school day and report absences, excused and unexcused, as required by the school;

C. parents will be contacted using available contact information when a student has 3 unexcused or unexplained absences to prevent the of patterns of nonattendance;

D. when a student has at least five (5) unexcused absences or absences for which the reasons are unknown, within a calendar month, or ten (10) unexcused absences, or absences for which the reasons are unknown, within an ninety (90) calendar day period, the teacher shall report to the Principal that the child may be exhibiting a pattern of nonattendance. Unless there is clear evidence that the absences are not a pattern of nonattendance, the Principal will refer to the case to the school's Multi-tiered System of Supports (MTSS)/Individual Problem Solving Team to determine if early patterns of truancy are developing. If the MTSS/Individual Problem Solving Team finds that a pattern of nonattendance is developing, a meeting with the parent must be scheduled to identify potential remedies. If the problem is not resolved, MTSS/Individual Problem Solving Team will implement interventions as provided in F.S. 1003.26.

E. absences must be reported to the school by the parent or adult student as soon as practicable. Failure to report and explain the absence(s) shall result in unexcused absence(s). The final authority for determining acceptability of the reason for the absence(s) shall rest with the principal.

Each school shall establish procedures to promote good attendance.

Make-Up for Absences

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For any absences excluding truancy the student shall have two (2) days to make up work for each day missed. Principals may grant time extensions to the student for extenuating circumstances.

For unexcused absences, each principal shall establish site-specific policies that encourage both regular attendance and high academic achievement, and shall review and modify these policies from time-to-time as required to maintain and improve their effectiveness.

Excused Absences

The Board considers the following factors to be reasonable excuses for time missed at school:

- A. Personal illness of the student (medical evidence may be required by the principal or designee for absences exceeding five (5) consecutive days).
- B. Court appearance of the student.
- C. Medical appointment of the student.
- D. An approved school activity.
- E. Insurmountable problems conditions. Prior permission by principal or designee is required except in the case of an emergency. Insurmountable conditions are extreme weather conditions, communicable disease outbreak, and local conditions determined by the School District which, after taking into account the material circumstances, would render impracticable a student's attendance at school (F.A.C. 6A-1.09513).
- F. All other reasonable absences with prior approval of the pPrincipal or designee.
- G. Attendance at a center under Children and Families Services supervision.
- H. Significant community events with prior permission of the pPrincipal.
- I. Religious instruction or religious holiday.
- J. Death in the immediate family.

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1 K. Out-of-school suspension

2 L. Confinement at a detention center

3

4 M. Pregnancy related issues (see also Policy 5751)

5 Students shall not be given excused absences to remain out of school for the
6 purpose of working, unless the job is an integral part of the student's instructional
7 program.

8 Absences not included in excused absences listed above shall be unexcused.

9 **Discipline**

10 No student will be suspended for unexcused tardiness, lateness, absence, or
11 truancy.

12 Any student who fails to attend any regularly scheduled class and has no excuse for
13 absence should be referred to the appropriate administrator. Disciplinary action
14 should include notification to parents or guardians.

15 A student's grade in any course is based on his/her performance in the instructional
16 setting and shall not be reduced for reasons of conduct. If a student violates the
17 attendance or other rules of the school, s/he should be disciplined appropriately for
18 the misconduct, but his/her grades should be based upon what the student can
19 demonstrate s/he has learned.

20 The Superintendent shall develop administrative procedures that:

21 A. provide the student and his/her parents the opportunity to
22 challenge the attendance record prior to notification and that such
23 notification complies with applicable Board rules;

24 B. require a school session that is in conformity with the rules of the
25 State Board;

26 C. govern the keeping of attendance records in accordance with the
27 rules of the State Board;

28 D. identify the habitual truant, investigate the cause(s) of his/her
29 behavior, and consider modification of his/her educational program
30 to meet particular needs and interests;

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1 E. require that students whose absence has been excused have an
2 opportunity to make up work they missed and receive credit for the
3 work, if completed;

4 F. require that any student who, due to a specifically identifiable
5 physical or mental impairment, exceeds or may exceed the District's
6 limit on excused absence is referred for evaluation for eligibility
7 either under the Individuals with Disabilities Education Act (IDEA)
8 or Section 504 of the Rehabilitation Act of 1973 or other appropriate
9 accommodation.

10 **Habitual Truancy**

11 Whenever any student has a total of fifteen (15) unexcused absences from school
12 within ninety (90) calendar days, with or without the knowledge or consent of the
13 parent, s/he will be considered habitually truant. The Board authorizes the
14 Superintendent to inform the student and his/her parents of the record of excessive
15 absences as well as the District's intent to notify the Department of Highway Safety
16 and Motor Vehicles, if appropriate. The Superintendent is authorized to file a
17 truancy petition under F.S. 984.151 if a student has accrued at least five (5)
18 unexcused absences, or absences for which the reasons are unknown, within a
19 calendar month or ten (10) unexcused absences, or absences for which the reasons
20 are unknown within a ninety (90) calendar day period or has had more than
21 fifteen (15) unexcused absences in a ninety (90) calendar day period.

22 F.S. 984.151, 1002.20, 1003.02, 1003.21, 1003.23, 1003.24, 1003.26, 1003.27
23 F.A.C. 6A-1.044, Pupil Attendance Records
24 F.A.C. 6A-1.09512, Equivalent Minimum School Term for Compulsory Attendance
25 Purposes
26 F.A.C. 6A-1.09513, Parents' Responsibility for School Attendance
27 F.A.C. 6A-1.09514, Excused Absences for Religious Instruction or Holiday

28 Revised 7/28/15

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1 **CARE OF STUDENTS WITH CHRONIC HEALTH CONDITIONS**

2 Students with chronic health conditions will be provided with a free appropriate
3 public education. If their impairment does not require specially designed instruction
4 for them to benefit educationally, they will be eligible for
5 accommodations/modifications/interventions of the regular classroom, curriculum,
6 or activity (i.e. the school setting) so that they have the same access to an education
7 as students without disabilities. Such accommodations/modifications/interventions
8 may be provided pursuant to a Section 504 Plan (Form 2260.01 F13).

9 All information regarding student identification, health care management, and
10 emergency care shall be safeguarded as personally identifiable information in
11 accordance with Policy 8330 and Policy 8350.

12 The District will coordinate school health practices for management of a chronic
13 health condition and shall provide:

- 14 A. identification of individuals with chronic health conditions;
- 15 B. development of individual health care action plans;
- 16 C. coordination of health care management activities by school staff;
- 17 D. communication among school staff who interact with children with
18 chronic health conditions;
- 19 E. development of protocols to prevent exposure/episodic reactions;
- 20 F. awareness and offer training of school staff regarding Board policy
21 on acute and routine management of chronic health conditions,
22 information on signs and treatment of chronic health conditions,
23 medication and administration, and emergency protocols for dealing
24 with reactions in "unusual" situations such as field trips.

25 School health practices shall provide students with chronic health conditions the
26 opportunity for:

- 27 A. full participation in physical activities when students are well;
- 28 B. modified activities as indicated by the student's health care plan,
29 504 plan, or Individualized Education Plan (IEP).

1 Healthcare management activities shall include:

2 A. procedures prescribed by physician to obtain, maintain, and utilize
3 written health care plans, signed by the child's parents, for each
4 student with a chronic health condition;

5 B. a standard emergency protocol in place for students experiencing a
6 distress reaction if they do not have a written health care action
7 plan on site.

8 Staff will be offered training about chronic health conditions and their control
9 annually and as needed in each school in which there is a student with a chronic
10 health condition.

11 The school health coordinator shall maintain a copy of the medication training and
12 the records of training completed by school employees.

13
14 **Emergency Allergy Treatment Educational Training Programs**

15 Educational training programs in the District pertaining to emergency allergy
16 treatment required by State law must be conducted by nationally recognized
17 organization experienced in training laypersons in emergency health treatment or an
18 entity or individual approved by the Department of Health. The curriculum must
19 include at a minimum:

20 A. Recognition of the symptoms of systemic reaction to food, insect stings, and
21 other allergens; and

22 B. The proper administration of an epinephrine auto-injector.

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GRADE FORGIVENESS

To assist in meeting graduation requirements, students may take the following actions to improve their grades and their grade point average (GPA):

A. High school students may replace a grade of "D" or "F", or the equivalent of a grade of "D" or "F":

1. for required courses, with a grade of "C" or higher, or the equivalent of a grade of "C" or higher, earned subsequently in the same or comparable course; and

2. for elective courses, with a grade of "C" or higher, or the equivalent of a grade of "C" or higher, earned subsequently in another course.

B. Students in the middle grades (6-8) who take any high school course for high school credit may replace a grade of "C", "D", or "F", or the equivalent of a grade of "C", "D", or "F", with a grade of "C" or higher, or the equivalent of a grade of "C" or higher, earned subsequently in the same or comparable course.

Only the new grade shall be used in the calculation of the student's GPA. Any course grade not replaced according to this policy shall be included in the calculation of the cumulative GPA required for graduation.

~~F.S. 1003.428(4)(d),~~ 1003.4282(6)

Adopted 3/4/14

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GRADUATION REQUIREMENTS

It shall be the policy of the School Board to acknowledge each student's successful completion of the instructional program appropriate to the achievement of District goals and objectives as well as personal proficiency by the awarding of a diploma at fitting graduation ceremonies.

Standards for Graduation

Beginning with students entering grade 9 in the 2013-14 school year, receipt of a standard high school diploma requires successful completion of twenty-four (24) credits, an International Baccalaureate curriculum, or an Advanced ~~International Certificate of Education completion.~~ Placement curriculum.

The twenty-four (24) credits shall be distributed as follows:

Subject	Credits
English Language Arts	4
Social Studies	3
Mathematics	4
Science	3
Fine or performing arts, speech and debate, or practical arts <u>or Career & Technical</u>	1
Electives	8
Basic Physical education	1

Online Learning Requirement

~~Excluding a driver education course,~~ aAt least one (1) course within the twenty-four (24) credits required must be completed through online learning. Students are not required to take the online course outside the school day or in addition to a student's courses for a given semester. An online course taken in grade 6, grade 7, or grade 8 ~~fulfills this requirement if a high school course.~~ This requirement is met through an online course offered by the Florida Virtual School, a virtual education provider approved by the State Board of Education, a high school, or an online dual enrollment course. A student who is enrolled in a full-time or part-time virtual instruction program pursuant to Policy 2370.01 - Virtual Instruction Program meets this requirement. This requirement does not apply to a student who has an individualized education plan (IEP) pursuant to Policy 2460 - Exceptional Student Education which indicates that an online course would be inappropriate or to an out-of-state transfer student who is enrolled in a Florida high school and has one (1) academic year or less remaining in high school.

The required credits may be earned through equivalent, applied, or integrated courses or career education courses as defined in F.S. 1003.01(4), including work-related internships approved by the State Board of Education and identified in the course code directory. However, any must-pass assessment requirements must be met. An equivalent course is one (1) or more courses identified by content-area experts as being a match to the core curricular content of another course, based upon review of the Next Generation Sunshine State Standards and includes real-world applications of a career and technical education standard used in business or industry. An integrated course includes content from several courses within a content area or across content areas.

For courses that require Statewide standardized end-of-course assessments, a minimum of thirty percent (30%) of a student's course grade shall be comprised of performance on the Statewide standardized end-of-course assessment.

In order to graduate, students must earn passing scores on the Florida ~~Comprehensive Assessment Test (FCAT)~~ State mandated testing or scores on a standardized test that are concordant with passing scores on the ~~FCAT~~ State mandated testing. Additionally, a student must earn a cumulative GPA of 2.0 on a 4.0 scale.

High School Diploma

The Board shall award a standard high school diploma to every student enrolled in this District who meets the requirements of graduation established by this Board or who properly completes the goals and objectives specified in his/her IEP including either the exemption from or the requirement to complete the State-mandated tests and the recommendation of the IEP Team.

Each student's standard high school diploma will include, as applicable, the following designations, if the student meets the criteria:

A. Scholar Designation

In order to earn the Scholar Designation, the student must, in addition to the requirements for a standard high school diploma, satisfy the following:

1. English Language Arts (ELA) - When the State transitions to common core assessments, pass the 11th grade ELA common core assessment.

2. Mathematics - Earn one (1) credit in Algebra II and one (1) credit in statistics or an equally rigorous course. When the State transitions to common core assessments, students must pass the Algebra II common core assessment.
3. Science - Pass the Statewide standardized Biology I end-of-course assessment and earn one (1) credit in chemistry or physics and one (1) credit in a course equally rigorous to chemistry or physics.
4. Social Studies - Pass the Statewide standardized United States History end-of-course assessment.
5. Foreign Language - Earn two (2) credits in the same foreign language.
6. Electives - Earn at least one (1) credit in an Advanced Placement, an International Baccalaureate, an Advanced International Certificate of Education, or a dual enrollment course.

B. Merit Designation

In order to earn the Merit Designation, a student must, in addition to the requirements for a standard high school diploma, attain one (1) or more industry certifications on the Florida Department of Education's current "Industry Certification Funding List".

Students and parents shall be provided information about diploma designations through an online education and career planning tool, which allows students to monitor their progress toward the attainment of each designation.

Honorary Diploma

An honorary diploma may be awarded in the case of such unfortunate circumstances as the severe disability or death of a student prior to graduation. The student must have been a senior in good standing to meet the requirements of graduation established by the Board at the time of the disability/death.

1 **Early Admission Program**

2 The high school graduation by means of the Early Admission to College Program is
3 an alternative for the college-bound student during the normal senior year in high
4 school. When the prescribed District conditions have been met, the student shall be
5 awarded a high school diploma with the regular high school graduating class. The
6 official college transcript shall be made a part of the student's high school
7 permanent record file.

8 When students leave high school as Early Admission to College Program students,
9 they may participate in graduation exercises with their graduation class and may be
10 ranked in class using District policy regarding weighting of dual enrollment courses.

11 **Early High School Graduation**

12 For the purposes of this policy, the term "early graduation" means graduation from
13 high school in less than eight (8) semesters or the equivalent by completion of the
14 required number of credits.

15 A student who meets the requirements of F.S. 1003.4282(3)(a)-(e), earns three (3)
16 credits in electives (a total of eighteen (18) credits), and earns a cumulative grade
17 point average (GPA) of 2.0 on a 4.0 scale shall be awarded a standard high school
18 diploma.

19 A student also has the option of early graduation if the student has completed a
20 minimum of twenty-four (24) credits and otherwise meets the requirements for
21 graduation.

22 **Academically Challenging Curriculum to Enhance Learning (ACCEL)**

23 The following ACCEL options are available: whole-grade and midyear promotion;
24 subject-matter acceleration; virtual instruction in higher grade-level subjects; and
25 the Credit Acceleration Program described below. Additional options may be
26 available.

27 Students shall be advised of courses through which they can earn college credit,
28 including Advanced Placement, International Baccalaureate, Advanced ~~Certificate of~~
29 ~~Education-Placement curriculum~~, dual enrollment, and early admission courses,
30 and career academy courses, and courses that lead to industry certification, as well
31 as the availability of course offerings through virtual instruction.

Credit Acceleration Program (CAP)

Course credit shall be awarded to a student who is not enrolled in Algebra I, Algebra II, Geometry, United States History, or Biology, or who has not completed the course, if the student attains a passing score on the corresponding Statewide standardized assessment. The student shall take the standardized assessment during the regular administration of the assessment.

The District, along with each high school, shall notify the parent of a student who is eligible to graduate early.

A student who graduates early may continue to participate in school activities and social events and to attend and participate in graduation events with the student's cohort. The student will be included in class ranking, honors, and award determinations for the student's cohort. The student must comply with Board rules and policies regarding access to the school facilities and grounds during normal operating hours.

High School Equivalency Diploma

The Board shall offer the high school equivalency diploma examination and the subject area examinations to all candidates pursuant to the rules of the State Board of Education. To be eligible to be a candidate for a high school equivalency diploma, a student must be at least eighteen (18) years of age on the date of the examination. However, if the student resides or attends school in the District, the student may take the examination after reaching the age of sixteen (16). All high school equivalency diplomas have equal status with other high school diplomas. A student may be awarded a standard high school diploma pursuant to Florida Department of Education rules.

Certificate of Completion

A student who completes the minimum number of credits and other requirements for graduation but cannot earn a passing score on the FCAT, achieve a cumulative grade point average of 2.0 on a 4.0 scale or its equivalent, or complete all other applicable requirements prescribed by the Board pursuant to Florida statutes shall be awarded a certificate of completion in a form prescribed by the State Board of Education.

A student who is entitled to a certificate may elect to remain as a full-time student or a part-time student for up to one (1) additional year and receive special instruction designed to remedy the student's identified deficiencies.

1 **Notice to Students and Parents**

2 The District will notify students and parents, in writing, of the requirements for a
3 standard high school diploma, available designations, and the eligibility
4 requirements for State scholarship programs and postsecondary admissions.

5 **Commencement Exercises**

6 Commencement exercises will include only those students who have successfully
7 completed requirements for a standard high school diploma, Early Admission to
8 College Program, a special diploma, or a certificate of completion for graduation as
9 certified by the high school principal. No student who has completed the
10 requirements for graduation shall be denied a diploma as a disciplinary measure. A
11 student may be denied participation in the ceremony of graduation when personal
12 conduct so warrants.

13 **CREDIT (AS DEFINED IN F.S. 1003.436)**

14 These requirements are established to provide that students graduating from high
15 school have the necessary academic skills for success in the workplace and
16 postsecondary education. One (1) full credit means 135 hours of bona fide
17 instruction. The hourly requirements for one-half (1/2) credit are one-half (1/2) the
18 requirement for a full credit. Each course in grades 9 through 12 for which credit
19 toward high school graduation is awarded shall have student performance
20 standards identified. Students must demonstrate performance mastery before credit
21 is awarded. A student may be awarded credit for less than 135 hours of instruction
22 provided that the student has mastered course requirements and the Next
23 Generation Sunshine State Standards/Common Core State Standards. This may
24 include awarding credit for courses taken during summer school, through
25 performance-based instruction, or course modifications that combine courses.

26 Credit will be earned in a subject when the teacher certifies that the student has
27 satisfactorily met the student performance standards for that course. Course credit
28 will be awarded on a semester basis. All courses are offered as semester courses. In
29 order to earn one (1) full credit in a one (1) credit course as described in the Florida
30 Course Code Directory, a student must pass both semesters of the course. Failure
31 to pass a semester will result in loss of one-half (1/2) credit. A passing grade in the
32 course will denote mastery of the standards. Teacher observations, classroom
33 assignments, performance testing and examination may be considered appropriate
34 methods of assessing student mastery.

35 The State Board of Education shall determine the number of postsecondary credit
36 hours earned through dual enrollment that satisfy the requirements of the District's
37 inter-institutional articulation agreement and that equal one (1) full credit of the
38 equivalent high school course. (F.S. 1003.235, 1007.271)

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HIGH SCHOOL STANDARD DIPLOMA GRADUATION CREDIT REQUIREMENTS

Except as otherwise authorized pursuant to F.S. 1003.429, for accelerated high school graduation options, beginning with students entering their first year of high school in the 2007-08 school year, graduation requires the successful completion of a minimum of twenty-four (24) credits, or an International Baccalaureate curriculum. Students will be advised of eligibility for the State scholarship program and post-secondary admissions.

The twenty-four (24) credits required for graduation may be earned through applied, integrated and combined courses approved by the Department of Education.

CAREER & PROFESSIONAL ACADEMIES

A "career and professional academy" is a research-based program that integrates a rigorous academic curriculum with an industry-specific curriculum aligned directly to priority workforce needs established by the regional workforce board. The SDIRC offers a variety of career and professional academies at each traditional high school. (F.S. 1003.493)

SELECTION OF AN ACCELERATED GRADUATION OPTION

Prior to selecting an accelerated graduation program described in F.S. 1003.429 a student and the student's parent must meet with designated school personnel to receive an explanation of the relative requirements, advantages, and disadvantages of each program option, and the student must also receive the written consent of the student's parent.

The Board shall provide each student in grades 6-9 and their parents with information concerning the three (3) year and four (4) year graduation options including the respective curriculum requirement for these options.

The selection of one (1) of these graduation options must be completed by the student prior to the end of grade 9 and is exclusively up to the student and parent, subject to requirements in F.S. 1003.429(2).

The deadline will be extended to the end of the student's first semester of grade 10 for a student who enters a Florida public school after grade 9 upon transfer from a private school, from another state, or who was previously prevented from choosing a graduation option due to illness during grade 9. If the student and parent/guardian fail to select a graduation option, the student shall be considered to have selected the twenty-four (24) general requirements for high school graduation specified in F.S. 1003.429(1)(a).

The District will not establish requirements for accelerated three (3) year high school graduation options in excess of the requirements in statute. (F.S. 1003.429)

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**REQUIRED GRADE POINT AVERAGE FOR STANDARD HIGH SCHOOL
GRADUATION**

Students are required to have a cumulative grade- point average of 2.0 on a 4.0 scale or its equivalent.

Any course grade not replaced according to the forgiveness policy will be included in the cumulative grade point average even if the student has more than the twenty-four (24) credits required for graduation.

“Grade forgiveness” for required courses shall be limited to replacing a grade of “D” or “F” with a grade of “C” or higher earned subsequently in the same or comparable course. Forgiveness for elective courses shall be limited to replacing a grade of “D” of “F” with a grade of “C” or higher earned subsequently by retaking the same or comparable course or another course. Any course not replaced according to this policy will be included in the GPA.

Special assistance to obtain a regular high school diploma or equivalency diploma pursuant to F.S. 1003.43(5)(c) may be given when the student has completed all requirements for graduation except the attainment of the required cumulative grade point average. These may include but are not limited to the forgiveness policy, summer school attendance, tutoring and study skills sessions. (F.S. 1003.43)

Refer to the *IRCSA Student Progression Plan* for additional information regarding graduation requirements and other options.

F.S. 1002.3105, 1003.428, 1003.4281, 1003.4282, 1003.4285, 1003.429

F.S. 1003.4295, 1003.43, 1003.433, 1003.435, 1003.438

Form of High School Diplomas and Certificates of Completion, F.A.C. 6A-1.0995

Graduation Requirements for Certain Students with Disabilities, F.A.C. 6A-1.09961

Industry Certification Process, F.A.C. 6A-6.0573

Revised 3/4/14

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ACCELERATED GRADUATION OPTIONS

The School Board acknowledges that some students are pursuing educational goals which include graduation from high school at an earlier date than their designated class.

Annually, students in grades 6-12 will be provided with information describing the three (3) year and four (4) year graduation options as set forth in State law, including the respective curriculum requirements for each option. A student and parent may select one of the graduation options set forth in State law at any time during grades 9-12. If the student and parent fail to select one of the accelerated high school graduation options, the student shall be considered to have selected the general requirements for high school graduation and the four (4) year graduation option.

However, before selecting a three (3) year graduation option, the student and his/her parent(s) must meet with the designated school personnel so that the requirements set forth in law for, as well as the advantages and disadvantages of, each option can be reviewed. Written consent of the student's parent is required for participation in a three (3) year accelerated high school graduation option. If an effort to meet with the student's parent(s) fails and is documented by the designated school personnel, then the student may select a three (3) year accelerated high school graduation option with the written consent of the student's parent. If the student is eighteen (18) years of age or older, the student may select a three (3) year accelerated high school graduation option with or without the written consent of his/her parent.

If, at the end of any grade, a student is not on track to meet the credit, assessment, and/or grade-point-average requirements set forth in State law, then the Principal shall notify the student and parent of the requirements currently not being met, the specific performance necessary in grade 11 for the student to meet the accelerated graduation requirements, and of the student's right to change to the four (4) year graduation option as set forth in State law.

A student, who does not exercise his/her option to change to a four (4) year graduation option, will be automatically moved to a four (4) year graduation program under the following circumstances:

- A. If the student fails to earn five (5) credits by the end of grade 9 or fails to earn eleven (11) credits by the end of grade 10;

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B. If the student does not achieve a score of three (3) or higher on the grade 10 State mandated testing Writing assessment; or

C. If, by the end of grade 11, the student does not meet the requirements set forth in F.S. 1003.429.

A student who meets all requirements of the Accelerated High School Graduation Options set forth in Florida statute shall be awarded a standard diploma in a form prescribed by the State Board of Education.

The student may participate in the graduation ceremonies with his/her designated class.

~~The School Board acknowledges that some students are pursuing educational goals which include graduation from high school at an earlier date than their designated class.~~

F.S. 1003.428~~1~~, 1003.4282, 1003.429~~5~~, 1003.43

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1

STUDENT CONDUCT

2 Respect for law and for those persons in authority shall be expected of all students.
3 This includes conformity to school rules as well as general provisions of law affecting
4 students. Respect for the rights of others, consideration of their privileges, and
5 cooperative citizenship shall also be expected of all members of the school
6 community.

7 Respect for real and personal property; pride in one's work; achievement within the
8 range of one's ability; and exemplary personal standards of courtesy, decency, and
9 honesty shall be maintained in the schools of this District.

10 The School Board has zero tolerance for conduct that poses a serious threat to
11 school safety. Zero tolerance policies must apply equally to all students, and are not
12 intended to be rigorously applied to petty acts of misconduct and misdemeanors.
13 This zero tolerance policy does not require the reporting of petty acts of misconduct
14 and misdemeanors to a law enforcement agency. Petty acts of misconduct, include,
15 but are not limited to, disorderly conduct, disrupting a school function, simple
16 assault or battery, verbal abuse or use of profanity, cheating, theft of less than
17 \$300, trespassing, and vandalism of less than \$1,000, possession or use of tobacco,
18 and other school-based offenses delineated in the Code of Student Conduct.

19 Florida law requires that students found to have committed one of the following
20 offenses:

21 A. bringing a firearm or weapon, as defined in F.S. Chapter 790, to
22 school, to any school function, or onto any school-sponsored
23 transportation, or possessing a firearm at school; or

24 B. making a threat or false report, as defined by F.S. 790.162 and
25 790.163, involving school or school personnel's property, school
26 transportation, or a school-sponsored activity;

27 shall be expelled, with or without continuing educational services, from the
28 student's regular school for a period of not less than one (1) full year, and that the
29 student shall be referred to the criminal justice or juvenile justice system.

1 The Superintendent may consider the one (1) year expulsion requirement on a case-
2 by-case basis and request that the Board modify the requirement by assigning a
3 student to a disciplinary program or second chance school. The Superintendent's
4 request for modification must be in writing, and the Board may approve the request
5 if it is determined to be in the best interest of the student and the school system. If
6 a student committing either of the offenses enumerated above is a student who has
7 a disability, the Board shall comply with applicable State Board of Education rules
8 for discipline of such students.

9 The District shall enter into agreements with local law enforcement specifying
10 procedures so that acts that pose a serious threat to school safety, whether
11 committed by a student or adult, are reported to a law enforcement agency having
12 jurisdiction.

13 Those acts that pose a serious threat to school safety include, but are not limited
14 to,:

15 A. possession of firearms or other weapons

16 B. placing, discharging, or throwing an explosive item or noxious
17 substance or making threats to do so

18 C. arson

19 D. felony assault

20 Notwithstanding any other provision of Board policy, pursuant to F.S. 1006.13(5),
21 any student found to have committed an act of assault or aggravated assault, or
22 battery or aggravated battery, on any elected official of the School District, teacher,
23 administrator, or other School District personnel, shall be recommended for
24 expulsion or placement in an alternative school setting, as appropriate, ~~for a~~
25 ~~minimum period of one (1) year.~~ Upon being charged with such offense, the student
26 shall be removed from the classroom immediately and placed in an alternative
27 school setting pending disposition.

28
29 The minimum period of this expulsion or placement in an alternative school setting
30 shall may be one (1) year and the student shall may be referred to the criminal
31 justice or juvenile justice system.

32 The Code of Student Conduct that is adopted annually shall provide for review of a
33 decision to suspend or expel a student pursuant to this policy and the Code,
34 consistent with F.S. 1006.07.

1 Furthermore, if the Board receives notice from the Department of Juvenile Justice,
2 as required by law, that a student enrolled in the District has been adjudicated
3 guilty of or delinquent for, or is found to have committed, regardless of whether
4 adjudication is withheld, or pleads guilty or *nolo contendere* to, a felony violation as
5 set forth in F.S. 1006.13(6)(a), the Board shall, pursuant to State law and the
6 adopted cooperative agreement with the Department of Juvenile Justice, require that
7 any no contact order entered by a court be enforced and that all of the necessary
8 steps be taken to protect the victim of the offense, or a sibling of the victim.

9 Students may be subject to discipline for violation of the Code of Student Conduct
10 even if that conduct occurs on property not owned or controlled by the Board but
11 that is connected to activities or incidents that have occurred on property owned or
12 controlled by the Board, or conduct that, regardless of where it occurs, is directed at
13 a Board official or employee, or the property of such official or employee.

14 The principal shall require that all school personnel are properly informed as to their
15 responsibilities regarding crime reporting, that appropriate delinquent acts and
16 crimes are properly reported, and that actions taken in cases with special
17 circumstances are properly taken and documented.

18 Student conduct shall be governed by the rules and provisions set forth in the Code
19 of Student Conduct which is reviewed and adopted annually in accordance with F.S.
20 Chapter 120.

21 F.S. 1006.07, 1006.13

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1 **DRESS AND GROOMING**

2 The School Board authorizes the Superintendent to establish a dress code, which
3 may include a school uniform in order to promote a safe and healthy school setting
4 and enhance the educational environment. The dress code shall be incorporated
5 into the Code of Student Conduct.

6 Accordingly, the Superintendent shall establish such procedures as are necessary to
7 promote discipline, maintain order, secure the safety of students, and provide a
8 healthy environment conducive to academic purposes. Such procedures shall
9 prohibit student dress or grooming practices which:

- 10 A. present a hazard to the health or safety of the student
11 himself/herself or to others in the school;
- 12 B. materially interfere with school work, create disorder, or disrupt the
13 educational program;
- 14 C. cause excessive wear or damage to school property;
- 15 D. prevent the student from achieving his/her own educational
16 objectives because of blocked vision or restricted movement.

17 Such procedures shall establish the dress requirements for members of the athletic
18 teams, bands, and other school groups when representing the District at a public
19 event.

20 The Superintendent shall develop administrative procedures to implement this
21 policy that designates the Principal as the arbiter of student dress and grooming in
22 his/her building.

| 23 F.S. 1001.43, 1006.07

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1 BULLYING AND HARASSMENT

2 The School Board is committed to providing an educational setting and workplace
3 that is safe, secure, and free from bullying and harassment for all students and
4 employees.

5 The Board will not tolerate unlawful bullying and harassment of any type. Conduct
6 that constitutes bullying and harassment, as defined herein, is prohibited:

7 A. during any education program or activity conducted by the District;

8 B. during any school-related or school-sponsored program or activity or
9 on a school bus of the District;

10 C. through the use of data or computer software that is accessed
11 through a computer, computer system, or computer network within
12 the scope of the District; or

13 D. through the use of data or computer software that is accessed at a
14 nonschool-related location, activity, function, or program or through
15 the use of technology or an electronic device that is not owned,
16 leased, or used by the District or school, if the bullying substantially
17 interferes with or limits the victim's ability to participate in or
18 benefit from the services, activities, or opportunities offered by the
19 District or school or substantially disrupts the education process or
20 orderly operation of a school.

21 This policy has been developed and reviewed in consultation with District students,
22 parents, teachers, administrators, school staff, school volunteers, community
23 representatives, and local law enforcement agencies as prescribed in F.S. 1006.147
24 and in conformity with the Florida Department of Education (FLDOE) revised Model
25 Policy (July 2013).

26 The Superintendent shall develop a comprehensive plan intended to prevent bullying
27 and harassment and to cultivate the school climate so as to appropriately identify,
28 report, investigate, and respond to situations of bullying and harassment as they
29 may occur on school grounds, at school-sponsored events, and through school

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computer networks. Implementation of the plan by each principal will be ongoing throughout the school year and will be integrated with the school curriculum, the bullying and prevention program, District disciplinary policies, and violence prevention efforts.

Definitions

"Bullying" includes "cyberbullying" and means systematically and chronically inflicting physical hurt or psychological distress on one (1) or more students or employees. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve:

- A. teasing;
- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. physical violence;
- G. theft;
- H. sexual, religious, or racial harassment;
- I. public or private humiliation; or
- J. destruction of property; and
- K. social exclusion.

"Cyberbullying" means bullying through the use of technology or any electronic communication, which includes, but is not limited to, any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or

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in part by a wire, radio, electromagnetic system, photo-electronic system, or photo-optical system, including, but not limited to, electronic mail, Internet communications, instant messages, or facsimile communications. Cyberbullying includes the creation of a webpage or weblog in which the creator assumes the identity of another person, or the knowing impersonation of another person as the author of posted content or messages, if the creation or impersonation creates any of the conditions enumerated in the definition of bullying. Cyberbullying also includes the distribution by electronic means of a communication to more than one (1) person or the posting of material on an electronic medium that may be accessed by one (1) or more persons, if the distribution or posting creates any of the conditions enumerated in the definition of bullying.

"Cyberstalking" means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at a specific person, causing substantial emotional distress to that person and serving no legitimate purpose.

"Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:

- A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
- C. has the effect of substantially disrupting the orderly operation of a school.

"Bullying" and **"harassment"** also encompass:

- A. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.

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B. Perpetuation of conduct listed in the definition of bullying and/or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by:

1. incitement or coercion;

2. accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District school system; or

3. acting in a manner that has an effect substantially similar to the effect of bullying or harassment.

"Harassment" also means electronically transmitted acts (i.e., internet, e-mail, cellular telephone, personal digital assistance (PDA), or wireless hand-held device) that a student(s) or a group of students exhibits toward another particular student(s) and the behavior both causes mental and physical harm to the other student and is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other student(s).

Sexual Cyberharassment

Pursuant to Florida law, "sexual cyberharassment" means to publish a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person to an Internet website without the depicted person's consent, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Sexual cyberharassment may be a form of sexual harassment.

"Within the scope of the District" means regardless of ownership, any computer, computer system, or computer network that is physically located on school property or at a school-related or school-sponsored program or activity.

Expected Behavior

The District expects students to conduct themselves in keeping with their levels of development, maturity, and demonstrated capabilities with a proper regard for the

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rights and welfare of other students and school staff, the educational purpose underlying all school activities, and the care of school facilities and equipment.

Such behavior is essential in maintaining an environment that provides each student the opportunity to obtain a high quality education in a uniform, safe, secure, efficient, and high quality system of education.

The standards for student behavior shall be set cooperatively through interaction among students, parents/guardians, staff, and community member, producing an atmosphere that encourages students to grow in self-discipline. The development of such an atmosphere requires respect for self and others, as well as for District and community property on the part of students, staff, and community members. School administrators, faculty, staff, and volunteers serve as role models for students and are expected to demonstrate appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment or bullying.

The District shall provide for appropriate recognition and positive reinforcement for good conduct, self-discipline, good citizenship, and academic success.

Consequences

Consequences and appropriate remedial action for students who commit acts of bullying or harassment or found to have wrongfully and intentionally accused another as a means of bullying or harassment may range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the Code of Student Conduct.

Consequences and appropriate remedial action for a school employee found to have committed an act of bullying or harassment or found to have wrongfully and intentionally accused another as a means of bullying or harassment shall include discipline in accordance with District policies, administrative procedures, and the collective bargaining agreement. Egregious acts of harassment by certified educators may result in a sanction against an educator's State-issued certificate. (See the Principles of Professional Conduct of the Education Profession in Florida - F.A.C. 6A-10.081)

Consequences and appropriate remedial action for a visitor or volunteer found to have committed an act of bullying or harassment or found to have wrongfully and intentionally accused another as a means of bullying or harassment shall be determined by the school administrator after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.

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1 **Procedure for Reporting**

2 The Board designates the principal as the person responsible for receiving all
3 ~~complaints~~ alleged acts of bullying. Any student or student's parent/guardian who
4 believes s/he has been or is the victim of bullying or harassment should
5 immediately report the situation to the school principal. Complaints against the
6 principal should be filed with the Superintendent. Complaints against the
7 Superintendent should be filed with the Board Chair.

8 All school employees are required to report alleged violations of this policy and
9 alleged acts of bullying and harassment to the principal or as described above. The
10 alleged violations and acts must be reported by school employees to the principal
11 within twenty-four (24) hours.

12 All other members of the school community, including students, parents,
13 volunteers, and visitors, are encouraged to report any act that may be a violation of
14 this policy to the principal or as described above.

15 Written and oral reports shall be considered official reports. Reports may be made
16 anonymously, but formal disciplinary action may not be based solely on the basis of
17 an anonymous report.

18 The principal shall establish and prominently publicize to students, staff,
19 volunteers, and parents the procedure for reporting bullying and how such a report
20 will be acted upon. A victim of bullying and/or harassment, anyone who witnessed
21 the act, and anyone who has credible information that an act of bullying and/or
22 harassment has taken place may file a report.

23 **Procedure for Investigation**

24
25 The investigation of a reported act of bullying or harassment is deemed to be a
26 school-related activity and begins with a report of such an act. Incidents that require
27 a reasonable investigation when reported to appropriate school authorities shall
28 include alleged incidents of bullying or harassment allegedly committed against a
29 child while the child is enroute to school aboard a school bus or at a school bus
30 stop.

31 ~~The investigation of a reported act of bullying or harassment is deemed to be a~~
32 ~~school related activity and begins with a report of such an act.~~ All complaints about
33 bullying and/or harassment that may violate this policy shall be promptly

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1 investigated by an individual, designated by the principal, who is trained in
2 investigative procedures. Documented interviews of the victim, alleged perpetrator,
3 and witnesses shall be conducted privately and shall be confidential. The
4 investigator may not be the accused perpetrator or victim. At no time shall the
5 accused perpetrator and victim be interviewed together. The investigator shall
6 collect and evaluate the facts including, but not limited to, the following:

- 7 A. a description of the incident, the nature of the behavior, and the
8 context in which the incident occurred;
- 9 B. how often the conduct occurred;
- 10 C. whether there were past incidents or past continuing patterns of
11 behavior;
- 12 D. the relationship between the parties involved;
- 13 E. the characteristics of the parties involved;
- 14 F. the identity of the alleged perpetrator, including whether the
15 individual was in a position of power over the individual allegedly
16 subjected to bullying or harassment;
- 17 G. the number of alleged bullies/harassers;
- 18 H. the age of the alleged bully/harasser;
- 19 I. where the bullying and/or harassment occurred;
- 20 J. whether there have been other incidents in the school involving the
21 same or other students;
- 22 K. whether the conduct adversely affected the student's education or
23 educational environment;
- 24 L. the date, time, and method in which the parent(s) of all parties
25 involved were contacted.

26 In accordance with State law, District staff may monitor as part of any bullying or
27 harassment investigation any nonschool-related activity, function, or program.

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If, during an investigation of reported acts of bullying and/or harassment, the principal or his/her designee believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on race, color, national origin, sex (including sexual orientation, transgender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively "protected classes"), the principal or his/her designee will report the act of bullying and/or harassment to one (1) of the Compliance Officers so that it may be investigated in accordance with the procedures set forth in Policy 5517 - Anti-Harassment.

Upon the completion of the investigation to determine whether or not a particular action or incident constitutes a violation of the policy, the designated individual who has conducted the investigation shall make a determination based on all the facts and surrounding circumstances and shall include:

- A. a recommendation of remedial steps necessary to stop the bullying and/or harassing behavior; and
- B. a written report to the principal.

A maximum of ten (10) days should be the limit for the completion of the investigative procedural steps and submission of the incident report. While ten (10) days is the expectation for completion of the investigative procedural steps, more time may be needed based on the nature of the investigation and the circumstances affecting that investigation. The investigator shall document in his/her report the reasons for needing additional time beyond ten (10) days. The highest level of confidentiality possible shall be provided regarding the submission of a complaint or a report of bullying and/or harassment and for the investigative procedures that are employed.

The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action initiated pursuant to this policy.

Scope

The investigator will provide a report on the results of the investigation with recommendations for the principal to make a determination if an act of bullying or harassment falls within the scope of District authority. Computers without

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web-filtering software or computers with web-filtering software that is disabled shall be used when complaints of cyberbullying are investigated. If the action is within the scope of the District, District procedures for investigating bullying and/or harassment shall be followed. If the action is outside the scope of the District, and believed to be a criminal act, the action shall be referred to the appropriate law enforcement agency. If the action is outside the scope of the District and believed not a criminal act, the principal shall inform parents/guardians of all minor parties.

Parent Notification

The principal shall report the occurrence of an incident of bullying as defined by District policy to the parent/guardian of all students known to be involved in the incident on the same day an investigation of the incident has been initiated. Notification shall be by telephone or by personal conference and in writing by first-class mail and shall be consistent with the student privacy rights under applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA). The notice shall advise the individuals involved of their respective due process rights including the right to appeal any resulting determination or action to the State Board of Education.

If the bullying incident results in the perpetrator being charged with a crime, the principal shall inform by first class mail or by telephone the parent/guardian of the identified victim(s) involved in the bullying incident about the Unsafe Schools Choice Option (No Child Left Behind (NCLB), Title IX, Part E, Subpart 2, Section 9532) that states, in pertinent part, as follows:

"....a student attending a persistently dangerous public elementary school or secondary school, as determined by the State in consultation with a representative sample of local educational agencies, or who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary school or secondary school within the local educational agency, including a public charter school."

Upon the completion of the investigation and if criminal charges are to be pursued against the perpetrator, the appropriate law enforcement agencies shall be notified by telephone and/or in writing.

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1 **Counseling Referral**

2 The District shall provide a referral procedure for intervening when bullying or
3 harassment is suspected or when a bullying incident is reported. The procedure will
4 include:

5 A. a process by which the teacher or parent may request informal
6 consultation with school staff (e.g., school counselor, school
7 psychologist, etc.) to determine the severity of concern and
8 appropriate steps to address the concern;

9 B. a referral process to provide professional assistance or services that
10 may include a process by which school personnel or
11 parent/guardian may refer a student to the school intervention team
12 (or equivalent school-based team with a problem-solving focus) for
13 consideration of appropriate services (parent/guardian involvement
14 is required at this point); or

15 If a formal discipline report or formal complaint is made, the
16 principal must refer the student(s) to the school intervention team
17 for determination of counseling support and interventions
18 (parent/guardian is required at this point).

19 C. a school-based action to address intervention and assistance as
20 determined appropriate by the intervention team that includes:

21 1. counseling and support to address the needs of the victim(s)
22 of bullying or harassment;

23 2. interventions to address the behavior of students who bully
24 and harass others (e.g., empathy training, anger
25 management, etc.);

26 3. interventions which include assistance and support for
27 parents, as may be deemed necessary or appropriate.

28 **Data Report**

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The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data as prescribed. If a bullying (including cyberbullying) and/or harassment incident occurs it will be reported in SESIR, coded appropriately using the relevant incident code and the related element code. Discipline and referral data will be recorded in Student Discipline/Referral Action Report and Automated Student Information System. In a separate section, the District shall include each ~~reported~~ alleged incident of bullying or harassment that does not meet the criteria of a prohibited act under this policy with recommendations regarding such incidents.

The District will provide bullying incident, discipline, and referral data to the Florida Department of Education (FLDOE) in the format requested, through Surveys 2, 3, and 5 from Education Information and Accountability Services, and at designated dates provided by the Department. Data reporting on bullying, harassment, unsubstantiated bullying, unsubstantiated harassment, sexual harassment, and threat/intimidation incidents as well as any bullying-related incidents that have as a basis sex, race, or disability should include the incident basis. Victims of these offenses should also have the incident basis (sex, race, or disability) noted in their student record.

Training and Instruction

Students, parents, teachers, school administrators, counseling staff, and school volunteers shall be provided training and instruction, at least annually, on the District's policy and administrative procedures regarding bullying and harassment. The instruction shall include evidence-based methods of preventing bullying and harassment, as well as information about how to effectively identify and respond to bullying in schools. Instruction regarding bullying, harassment, and the District's violence prevention and school safety efforts shall be integrated into District curriculum at the appropriate grade levels. The training and instruction shall include recognizing behaviors that lead to bullying and harassment and taking appropriate preventative action based on those observations. The programs of training and instruction authorized by the District shall include, but not limited to:

Character Counts

CHARACTER COUNTS! Is a framework, not a scope and sequence program nor a curriculum. It provides practical strategies and tools to braid CC! strategies with other programs such as PBIS to foster **positive climate change** to produce exceptional results in the academic, social, emotional and character development domains by infusing **six core ethical** and performance values and traits into the DNA of your organization.

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Character Education

Comprehensive character education addresses many tough issues in education while developing a positive school climate. It can be effective in any school setting, as our National Schools of Character demonstrate. Educators from this diverse array of schools have transformed their school cultures, reduced discipline referrals, increased academic achievement for all learners, developed global citizens, and improved job satisfaction and retention among teachers.

Common Sense K-12 Digital Citizenship

Our comprehensive Curriculum is designed to empower students to think critically, behave safely, and participate responsibly in our digital world. From lesson plans, videos, student interactives, and assessments, to professional learning and family outreach materials, our turnkey Curriculum provides schools with everything they need to take a whole-community approach to digital citizenship.

Creating a Safe and Respectful Environment in Our Nation's Classrooms (for teachers)

This training toolkit is made up of two modules to address bullying in classrooms. Specifically, it is designed to assist teachers in cultivating meaningful relationships with students while creating a positive climate in the classroom

Creating a Safe and Respectful Environment on Our Nation's School Busses (for bus drivers). This training toolkit is made up of two modules to address bullying on school buses. Specifically, it is designed to assist school bus drivers in cultivating meaningful relationships with students while creating a positive climate on the bus.

Monique Burr Foundations for Children, Inc.'s Child Safety Matters

Child Safety Matters is a comprehensive, developmentally appropriate, effective prevention and research based program. This practical and affordable program helps protect students from bullying, cyberbullying, digital abuse, and all types of child abuse.

PBS/PBIS (Positive Behavior Support)/Positive Behavioral Interventions & Supports

Positive Behavior Interventions and Supports (PBIS) is a proactive approach to establishing the behavioral supports and social culture and needed for all students in a school to achieve social, emotional and academic success. Attention is focused on creating and sustaining primary (school-wide), secondary (classroom), and tertiary (individual) systems of support that improve lifestyle results (personal,

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health, social, family, work, recreation) for all youth by making targeted misbehavior less effective, efficient, and relevant, and desired behavior more functional.

Project Wisdom

Project Wisdom is one of the oldest and most respected character education programs in the nation. Our program is currently licensed in over 17,000 schools nationwide. There are **three key components** to this nationally-recognized, proven-effective program that comprise our approach to character education. Each component supports the other.

For the Campus

Project Wisdom Online Library of Broadcast Messages The centerpiece of the program is a series of thought-provoking inspirational messages that are narrated over your PA or in-house television system. In just one minute a day, you can reach every student and every staff member with a few words of wisdom that will uplift and promote a more positive and effective school climate. Series 1 comes with one year of online access to 200+ proven-effective broadcast messages, enough for an entire school year. You and your staff will also have access to messages batched by weekly or monthly themes, weekly journal pages, quotation booklets, parent resources, white papers, and more.

For the Classroom

You and your entire staff will have access for one year to our highly-rated and easy-to-implement online collection of lesson plans. These materials help students build character and develop social-emotional competencies while addressing important and relevant issues such as bullying, cheating and academic achievement. Each plan contains thought-provoking discussion generators and follow-up activities for each grade level (elementary) or core academic area (secondary). **Free Materials**

For Educators

Professional Support and *Just For You* messages. Every registered user will be sent by email during the school year the following Professional Support: 1) a weekly *Just For You* message. These concise, thought-provoking messages are written to foster professionalism, promote ethical and caring leadership, boost morale, and improve classroom management. 2) Easy-to-implement, high-quality character education materials. 3) Best practices and uplifting stories shared by educators just for educators (Teacher's Story).

Second Step

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1 Set a foundation for social and academic success by teaching the *Second Step*
2 program. Then build on those fundamentals with the Bullying Prevention Unit for
3 grades K-5, with training for all school staff and lessons for students.

4 **Teen Dating Violence Curricula /Florida Coalition Against Domestic Violence** 5 **(FCADV)**

6 The three resource curricula address *all* of the components that must be covered as
7 a part of students' comprehensive health education according to Florida Statute
8 1003.42. The statutory requirements addressed in the curricula include: the
9 definition of dating violence and abuse, warning signs of dating violence and abusive
10 behavior, characteristics of healthy relationships, measures to prevent and stop
11 dating violence and abuse and community resources available to victims of dating
12 violence and abuse. In addition, each session addresses up to 15 FDOE health
13 education benchmarks. The three curricula are to be implemented in age groupings:
14 seventh and eighth grades, ninth and tenth grades and eleventh and twelfth grades.
15 All three curricula have eight 45-minute sessions. However, the curricula may be
16 used in a three, five or eight session format.

17 Bullying Recognition & Response/The goal of this course is to help school staff
18 members understand more about bullying behavior, as well as their obligations to
19 help prevent bullying. Topics covered include bullying basics, identifying bullying
20 behavior, how bullying works, and effective ways to address the problem.

21 **Victim's Parent Reporting**

22 The principal shall report the occurrence of an incident of bullying as defined herein
23 to the parent/guardian of students known to be involved in the incident on the same
24 day an investigation of the incident has been initiated. Notification shall be by
25 telephone and in writing by first-class mail and shall be consistent with the student
26 privacy rights under applicable provisions of the Family Educational Rights and
27 Privacy Act of 1974 (FERPA). According to the level of infraction, the victim's
28 parents will be notified by telephone and/or in writing of actions being taken to
29 protect the child; the frequency of notification will depend on the seriousness of the
30 bullying or harassment incident.

31 **Policy Publication**

32 At the beginning of each school year, the Superintendent shall, in writing, inform
33 school staff, parents/guardians/other persons responsible for the welfare of a
34 student of the District's student safety and violence prevention policy.

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The District shall provide notice to students and staff of this policy in the Code of Student Conduct, employee handbooks, and via the District's official website. The Superintendent will also provide such notification to all District contractors.

Each principal shall implement a process for discussing, at least annually, the District policy on bullying and harassment with students in a student assembly or other reasonable format. Reminders of the policy and bullying prevention messages will be displayed, as appropriate, at each school and at District facilities.

Immunity

A school employee, school volunteer, students, parent/guardian, or other persons who promptly reports in good faith an act of bullying or harassment to the appropriate school official and who makes this report in compliance with the procedures set forth in District policy is immune from a cause of action for damages arising out of the reporting itself or any failure to remedy the reported incident.

Submission of a good faith complaint or report of bullying or harassment will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments. Such immunity from liability shall not apply to any school employee, school volunteer, student, parent/guardian, or other person determined to have made an intentionally false report about harassment, intimidation, and/or bullying.

Privacy/Confidentiality

The School District will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under this policy and its related administrative procedures shall be maintained as confidential to the extent permitted by law.

Nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

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- 1 F.S. 110.1221, 784.048, 1002.20, 1006.13, 1006.147
- 2 Florida Department of Education Revised Model Policy (July 2013)
- 3 No Child Left Behind (NCLB), Title IX, Part E, Subpart 2, Section 9532

- 4 Revised 3/4/14
- 5 Revised 4/12/16

- 6 © **NEOLA 2015**

2 The School Board recognizes that the privacy of students or their belongings may
3 not be violated by unreasonable search and seizure and directs that no student be
4 searched without reasonable suspicion or in an unreasonable manner.

5 The Board acknowledges the need for in-school storage of student possessions and
6 shall provide storage places, including desks and lockers, for that purpose. Such
7 spaces remain the property of the Board and, in accordance with law, may be the
8 subject of ~~random~~ search upon reasonable suspicion that prohibited or illegally
9 possessed substance or object is contained therein. Where locks are provided for
0 such places, students may lock them against incursion by other students, but in no
1 such places shall students have such an expectation of privacy as to prevent
2 examination by a school official. ~~The Board directs the school principals to conduct~~
3 ~~a routine inspection at least annually of all such storage places.~~

4 School authorities are charged with the responsibility of safeguarding the safety and
5 well-being of the students in their care. In the discharge of that responsibility,
6 school authorities may search the person or property, including vehicles, of a
7 student, with or without the student's consent, whenever they reasonably suspect
8 that the search is required to discover evidence of a violation of law or of school
9 rules. The extent of the search will be governed by the seriousness of the alleged
10 infraction and the student's age. This authorization to search shall also apply to all
11 situations in which the student is under the jurisdiction of the Board.

~~This authorization to search shall also apply to all situations in which the student is under the jurisdiction of the Board.~~

~~Administrators are permitted to conduct a random search of any student's locker and its contents at any time, providing proper notice has been posted in the locker areas of each building.~~

27 Search of a student's person or intimate personal belongings shall be conducted by
28 a person of the student's gender, in the presence of another staff member of the
29 same gender, and only in exceptional circumstances when the health or safety of the
30 student or of others is immediately threatened.

Administrators are authorized to arrange for the use of a breath-test instrument for the purpose of determining if a student has consumed an alcoholic beverage. It is not necessary for the test to determine blood-alcohol level, since the Board has established a zero tolerance for alcohol use.

1 The Board also authorizes the use of canines, trained in detecting the presence of
2 drugs or devices, when the Superintendent has reasonable suspicion that illegal
3 drugs or devices may be present in a school. This means of detection shall be used
4 only to determine the presence of drugs in locker areas and other places on school
5 property where such substances could be concealed. Canine detection must be
6 conducted in collaboration with law enforcement authorities or with organizations
7 certified in canine detection and is not to be used to search individual students
8 unless a warrant has been obtained prior to the search.

9 Except as provided below, a request for the search of a student or a student's
10 possessions will be directed to the principal who shall seek the freely offered consent
11 of the student to the inspection. Whenever possible, a search will be conducted by
12 the principal in the presence of the student and a staff member other than the
13 principal. A search prompted by the reasonable belief that health and safety are
14 immediately threatened will be conducted with as much speed and dispatch as may
15 be required to protect persons and property.

16 The principal shall be responsible for the prompt recording in writing of each
17 student search, including the reasons for the search; information received that
18 established the need for the search and the name of informant, if any; the persons
19 present when the search was conducted; any substances or objects found; and the
20 disposition made of them. The principal shall be responsible for the custody,
21 control, and disposition of any illegal or dangerous substance or object taken from a
22 student.

23 F.S. 901.21, 933.07, 1006.09(9)
24 Fla. Const. Art. I, Sec. 2
25 U.S. Constitution, 4th Amendment

26 © **NEOLA 2004**

1

GRANT FUNDS

2 It is the objective of the School Board to provide equal educational opportunities for
3 all students within the District. Government agencies, as well as foundations,
4 businesses, and individuals, periodically offer to the School District both human and
5 material resources that would be of benefit to the students in this school system.
6 Therefore, it is the intent of the Board that the Superintendent shall review and
7 evaluate grant proposals and applications, for their potential to enhance the
8 educational opportunities, the educational environment, and the physical and
9 mental growth for each student.

10 The Board regards available grant funds provided to the District as a public trust. It
11 forbids the use of public monies for partisan political activities and any use that
12 would not be in accordance with ~~the policies on discrimination~~ Federal regulations
13 and guidelines.

14
15 No Federal funds received by the District shall be used to:

- 16
17 A. develop or distribute materials or operate programs or courses of
18 instruction directed at youths that are designed to promote or
19 encourage sexual activity whether homosexual or heterosexual;
20
21 B. distribute or aid in the distribution by any organization of legally
22 obscene materials to minors on school grounds;
23
24 C. provide sex education or HIV-prevention education in schools unless
25 that instruction is age appropriate and includes the health benefits
26 of abstinence; or
27
28 D. operate a program of contraceptive distribution in schools.
29

Grant Administration

- 30
31 A. The administration of grants will adhere to all applicable Federal,
32 State, and grantor rules and regulations, including the terms and
33 conditions of the Federal awards, as well as School District policies
34 and procedures.
35
36 B. The Superintendent and/or Board Chair are authorized to sign
37 related documents for grant administration, including documents
required for submittal of grant proposals.

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C. Employee positions established through the use of grant funding shall terminate if and when the related grant funding ceases.

D. All Federal funds received by the District will be used in accordance with the applicable Federal law and regulations and the terms and conditions of the Federal award. Each draw of Federal monies shall be aligned with the District's payment process (whether reimbursement, cash advance, or a combination). If funds are permitted to be drawn in advance, all draws will be equal in magnitude as closely as administratively feasible, to the magnitude of the related program expenditures. When restricted, such monies will be used to supplement programs and funding and not to supplant or replace existing programming or current funding.

Financial Management

The financial management of grant funds shall be in compliance with all applicable Federal, State, local and grantor rules, regulations, and assurances as well as District policies and administrative procedures.

The District shall provide for the following:

A. Identification, in District accounts, of all grant awards received and expended and the programs under which they were received. For Federal programs and awards, identification shall include the Catalog of Federal Domestic Assistance (CFDA) title and number, Federal award identification number and year, name of the Federal agency and name of the pass-through entity, as applicable.

B. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements of the grant.

C. Records that identify adequately the source and application of funds provided for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Effective control over, and accountability for, all funds, property, and other assets. The District must adequately safeguard all assets and assure that they are used solely for authorized purposes.

Further, the District must:

1. establish and maintain effective internal control over the Federal award that provides reasonable assurance that the District is managing the Federal award in compliance with

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- Federal statutes, regulations, and the terms and conditions of the Federal award;
2. comply with Federal statutes, regulations, and the terms and conditions of the Federal award;
3. evaluate and monitor the District's compliance with statutes, regulations, and the terms and conditions of the Federal award;
4. take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings;
5. take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and obligations of confidentiality.
- E. Comparison of expenditures with budget amounts for each Federal award.
- F. Recordkeeping and written procedures to the extent required as may be required by Federal, State, local and grantor rules, and regulations pertaining to the grant award and accountability, including, but not limited to, the following areas:
 1. cash management
 2. allowability
 3. conflict of interest
 4. procurement
 5. equipment management
 6. conducting technical evaluations of proposals and selecting recipients
 7. compensation and fringe benefits
 8. travel
- G. Disclosure of any potential conflict of interest and all mandatory violation disclosures potentially affecting the Federal award/grant to

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the Federal awarding agency or pass-through agency in accordance
with applicable Federal policy.

H. Insurance coverage for real property and equipment, if applicable,
equivalent to such property owned by the District.

Program Income

Program income means gross income earned by a grant recipient that is directly
generated by a supported activity or earned as a result of the Federal award during
the grant's period of performance.

It includes, but is not limited to, income from fees for services performed, the use or
rental of real or personal property acquired under Federal awards, the sale of
commodities or items fabricated under a Federal award, license fees and royalties on
patents and copyrights, and principal and interest on loans made with Federal
award funds. Interest earned on advances of Federal funds is not program income.
Except as otherwise provided in Federal statutes, regulations or the terms and
conditions of the Federal award, program income does not include rebates, credits,
discounts and interest earned on any of them. Additionally, taxes, special
assessments, levies, fines and other such revenues raised by a recipient are not
program income unless the revenues are specifically identified in the Federal award
or Federal awarding agency regulations as program income. Finally, proceeds from
the sale of real property, equipment, or supplies are not program income.

Unless it has received prior approval to use a different method or the terms and
conditions of the grant authorize a different method, the District uses the deduction
method of accounting for program income. Under the deduction method, program
income is deducted from total allowable costs to determine the net allowable costs.
Program income will only be used for current costs unless the District is otherwise
directed by the Federal awarding agency or pass-through entity.

34 C.F.R. 75.707, 76.563, 76.565, 76.707
2 C.F.R. 200.56, 200.71, 200.77, 200.80, 200.112, 200.302, 200.307
2 C.F.R. 200.309, 200.310, 200.313, 200.318-.320, 200.343(b)&(e)

Compliance Supplement for Single Audits of State and Local Governments
F.S. 1001.42, 1001.51

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NEW POLICY - SPECIAL UPDATE - UNIFORM GRANT GUIDANCE

INTERNAL CONTROLS

The Superintendent shall establish and maintain effective internal controls over Federal awards that provide reasonable assurance that the District is managing all awards in compliance with applicable statutes, regulations, and the terms and conditions of the awards. The District will have a process that provides reasonable assurance regarding the achievement of the following objectives:

- A. effectiveness and efficiency of operations
- B. reliability of reporting for internal and external use
- C. compliance with applicable laws and regulations

The internal controls must provide reasonable assurance that transactions are properly recorded and accounted for in order to permit the preparation of reliable financial statements and Federal reports; maintain accountability over assets; and demonstrate compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. The internal controls must also provide reasonable assurance that these transactions are executed in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award that could have a direct and material effect on a Federal award, as well as any other Federal statutes and regulations that are identified in the compliance supplement. Finally, the District's internal controls must provide reasonable assurance that all Federal funds, property, and other assets are safeguarded against loss from unauthorized use or disposition.

The District shall:

- A. comply with Federal statutes, regulations, and the terms and conditions of the Federal awards;
- B. evaluate and monitor its compliance with statutes, regulations, and the terms and conditions of the award;
- C. take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- D. take reasonable measures to safeguard protected "personally identifiable information" (PII) and other information the awarding

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agency or pass-through entity designated as sensitive or the District considers sensitive consistent with applicable Federal, State, local, and tribal laws and District policies regarding privacy and obligations of confidentiality

PII is defined at 2 C.F.R. 200.79 as "information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual".

However, the definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified.

2 C.F.R. 200.61-61, 200.79, 200.303

[X] Suggested Resources

- A. "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States.
- B. "Internal Control Integrated Framework" (commonly referred to as the Green Book) issued by the Committee of Sponsoring Organizations of the Treadway Commission.
- C. "Compliance Supplement" issued by the U.S. Office of Management and Budget.
- D. Internal control guidance issued by the U.S. Department of Education.

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NEW POLICY - SPECIAL UPDATE - UNIFORM GRANT GUIDANCE

CASH MANAGEMENT OF GRANTS

In order to provide reasonable assurance that all assets, including Federal, State, and local funds, are safeguarded against waste, loss, unauthorized use, or misappropriation, the Superintendent shall implement internal controls in the area of cash management.

The District's payments methods shall minimize the time elapsing between the transfer of funds from the United States Treasury or the Florida Department of Education (FLDOE) (pass-through entity) and disbursement by the District, regardless of whether the payment is made by electronic fund transfer, or issuance or redemption of checks, warrants, or payment by other means.

The District shall use forms and procedures required by the grantor agency or pass-through entity to request payment. The District shall request grant funds payments in accordance with the provisions of the grant. Additionally, the District's financial management systems shall meet the standards for fund control and accountability as established by the awarding agency.

The Superintendent is authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as deemed appropriate when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

When the District uses a cash advance payment method, the following standards shall apply:

- A. The timing and amount of the advance payment requested will be as close as is administratively feasible to the actual disbursement for direct program or project costs and the proportionate share of any allowable indirect costs.
- B. The District shall make timely payment to contractors in accordance with contract provisions.
- C. To the extent available, the District shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

- D. The District shall account for the receipt, obligation, and expenditure of funds.
- E. Advance payments will be deposited and maintained in insured accounts whenever possible.
- F. Advance payments will be maintained in interest bearing accounts unless the following apply:
 - 1. The District receives less than \$120,000 in Federal awards per year.
 - 2. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
 - 3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
 - 4. A foreign government or banking system prohibits or precludes interest bearing accounts.
- G. Pursuant to Federal law and regulations, the District may retain interest earned in an amount up to \$500 per year for administrative costs. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances shall include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from Automatic Standard Application for Payment (ASAP), National Science Foundation (NSF), or another Federal agency payment system.

2 C.F.R. 200.305

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NEW POLICY - SPECIAL UPDATE - UNIFORM GRANT GUIDANCE

COST PRINCIPLES - SPENDING FEDERAL FUNDS

The Superintendent is responsible for the efficient and effective administration of grant funds through the application of sound management practices. Such funds shall be administered in a manner consistent with all applicable Federal, State and local laws, the associated agreements/assurances, program objectives, and the specific terms and conditions of the grant award.

Cost Principles

Except where otherwise authorized by statute, costs shall meet the following general criteria in order to be allowable under Federal awards:

- A. Be necessary and reasonable for proper and efficient performance and administration of the Federal award and be allocable thereto under these principles.

To determine whether a cost is reasonable, consideration shall be given to:

1. whether a cost is a type generally recognized as ordinary and necessary for the operation of the District or the proper and efficient performance of the Federal award;
2. the restraints or requirements imposed by such factors as sound business practices, arm's length bargaining, Federal, State, local, tribal and other laws and regulations;
3. market prices for comparable goods or services for the geographic area;
4. whether the individuals concerned acted with prudence in the circumstances considering their responsibilities; and
5. whether the cost represents any significant deviation from the established practices or Board of Education policy which may increase the expense.

While Federal regulations do not provide specific descriptions of what satisfies the "necessary" element beyond its inclusion in the

reasonableness analysis above, whether a cost is necessary is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. A key aspect in determining whether a cost is necessary is whether the District can demonstrate that the cost addresses an existing need, and can prove it.

When determining whether a cost is necessary, consideration may be given to whether:

1. the cost is needed for the proper and efficient performance of the grant program;
2. whether the cost is identified in the approved budget or application;
3. whether there is an educational benefit associated with the cost;
4. whether the cost aligns with identified needs based on results and findings from a needs assessment;
5. whether the cost addresses program goals and objectives and is based on program data.

A cost is allocable to the Federal award if the goods or services involved are chargeable or assignable to the Federal award in accordance with the relative benefit received.

- B. Conform to any limitations or exclusions set forth as cost principles in Part 200 or in the terms and conditions of the Federal award.
- C. Be consistent with policies and procedures that apply uniformly to both Federally-financed and other activities of the District.
- D. Be afforded consistent treatment. A cost cannot be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been assigned as an indirect cost under another award.
- E. Be determined in accordance with generally accepted accounting principles.

- F. Be representative of actual cost, net of all applicable credits or offsets.

The term “applicable credits” refers to those receipts or reductions of expenditures that operate to offset or reduce expense items allocable to the Federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the State relate to the Federal award, they shall be credited to the Federal award, either as a cost reduction or a cash refund, as appropriate.

- G. Be not included as a match or cost-share, unless the specific Federal program authorizes Federal costs to be treated as such.

- H. Be adequately documented:

1. in the case of personal services, the Superintendent shall implement a system for District personnel to account for time and efforts expended on grant funded programs to assure that only permissible personnel expenses are allocated;
2. in the case of other costs, all receipts and other invoice materials shall be retained, along with any documentation identifying the need and purpose for such expenditure if not otherwise clear.

Selected Items of Cost

The District shall follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E when charging these specific expenditures to a Federal grant. When applicable, District staff shall check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, State, District and program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those rules as well.

Cost Compliance

The Superintendent shall require that grant program funds are expended and are accounted for consistent with the requirements of the specific program and as identified in the grant application. Compliance monitoring includes accounting for direct or indirect costs and reporting them as permitted or required by each grant.

Determining Whether a Cost is Direct or Indirect:

- A. Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

These costs may include: salaries and fringe benefits of employees working directly on a grant-funded project; purchased services contracted for performance under the grant; travel of employees working directly on a grant-funded project; materials, supplies, and equipment purchased for use on a specific grant; and infrastructure costs directly attributable to the program (such as long distance telephone calls specific to the program, etc.).

- B. Indirect costs are those that have been incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.

These costs may include: general data processing, human resources, utility costs, maintenance, accounting, etc.

Federal education programs with supplement not supplant provisions must use a restricted indirect cost rate. In a restricted rate, indirect costs are limited to general management costs. General management costs do not include divisional administration that is limited to one component of the District, the governing body of the District, compensation of the Superintendent, compensation of the chief executive officer of any component of the District, and operation of the immediate offices of these officers.

The salaries of administrative and clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

1. Administrative or clerical services are integral to a project or activity.

2. Individuals involved can be specifically identified with the project or activity.
3. Such costs are explicitly included in the budget or have the prior written approval of the Federal awarding agency.
4. The costs are not also recovered as indirect costs.

Where a Federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap shall include all direct administrative charges as well as any recovered indirect charges.

Effort should be given to identify costs as direct costs whenever practical, but allocation of indirect costs may be used where not prohibited and where indirect cost allocation is approved ahead of time by the Florida Department of Education (FLDOE) or the pass-through entity (Federal funds subject to 2 C.F.R. Part 200 pertaining to determining indirect cost allocation).

Timely Obligation of Funds

Obligations are orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

The following table illustrates when funds are determined to be obligated under the U.S. Department of Education regulations:

If the obligation is for:

- A. Acquisition of property - on the date which the District makes a binding written commitment to acquire the property.
- B. Personal services by an employee of the District - when the services are performed.
- C. Personal services by a contractor who is not an employee of the District - on the date which the District makes a binding written commitment to obtain the services.
- D. Public utility services - when the District receives the services.
- E. Travel - when the travel is taken.

- F. Rental of property - when the District uses the property.
- G. A pre-agreement cost that was properly approved by the Secretary under the cost principles in 2 C.F.R. Part 200, Subpart E - Cost Principles - on the first day of the project period.

Period of Performance

All obligations must occur on or between the beginning and ending dates of the grant project. This period of time is known as the period of performance. The period of performance is dictated by statute and will be indicated in the grant award notification ("GAN"). As a general rule, State-administered Federal funds are available for obligation within the year that Congress appropriates the funds for. However, given the unique nature of educational institutions, for many Federal education grants, the period of performance is twenty-seven (27) months. This maximum period includes a fifteen (15) month period of initial availability, plus a twelve (12) month period for carryover. For direct grants, the period of performance is generally identified in the GAN.

In the case of a State-administered grant, obligations under a grant may not be made until the grant funding period begins or all necessary materials are submitted to the granting agency, whichever is later. In the case of a direct grant, obligations may begin when the grant is, unless an agreement exists with FLDOE or the pass-through entity to reimburse for pre-approval expenses.

For both State-administered and direct grants, regardless of the period of availability, the District shall liquidate all obligations incurred under the award not later than ninety (90) days after the end of the funding period unless an extension is authorized. Any funds not obligated within the period of performance or liquidated within the appropriate timeframe are said to lapse and shall be returned to the awarding agency. Consequently, the District shall closely monitor grant spending throughout the grant cycle.

2 C.F.R. 200.403-.406, 200.413(a)-(c), 200.430(a), 200.431(a), 200.458
2 C.F.R. 200.474(b)

NEW POLICY - SPECIAL UPDATE - UNIFORM GRANT GUIDANCE

TIME AND EFFORT REPORTING

As a recipient of Federal funds, the District shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Section 200.430 of the Code of Federal Regulations requires certification of effort to document salary expenses charged directly or indirectly against Federally-sponsored projects. This process is intended to verify that compensation for employment services, including salaries and wages, is allocable and properly expended, and that any variances from the budget are reconciled.

Compensation for employment services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits, which are addressed in 2 C.F.R. 200.431 Compensation—fringe benefits. Costs of compensation are allowable to the extent that they satisfy the specific requirements of these regulations, and that the total compensation for individual employees:

- A. is reasonable for the services rendered, conforms to the District's established written policy, and is consistently applied to both Federal and non-Federal activities; and
- B. follows an appointment made in accordance with the District's written policies and meets the requirements of Federal statute, where applicable.

Time and Effort Reports

The reports:

- A. are supported by a system of internal controls which provide reasonable assurance that the charges are accurate, allowable, and properly allocated;
- B. are incorporated into the official records of the District;
- C. reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of the compensated activities;

- D. encompass both Federally assisted and other activities compensated by the District on an integrated basis;
- E. comply with the District's established accounting policies and practices;
- F. support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award, a Federal award and non-Federal award, an indirect cost activity and a direct cost activity, two or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity.

The District will also follow any time and effort requirements imposed by the pass-through entity to the extent that they are more restrictive than the Federal requirements. The payroll office is responsible for the distribution, collection, and retention of all employee effort reports. Individually reported data will be made available only to authorized auditors.

Reconciliations

Budget estimates are not used as support for charges to Federal awards. However, the District may use budget estimates for interim accounting purposes. The system used by the District to establish budget estimates produces reasonable approximations of the activity actually performed. Any significant changes in the corresponding work activity are identified by the District and entered into the District's records in a timely manner.

The District's internal controls include a process to review after-the-fact interim charges made to a Federal award based on budget estimates and ensure that all necessary adjustments are made so that the final amount charged to the Federal award is accurate, allowable, and properly allocated.

2 C.F.R. 200.430, 200.431

PURCHASING AND CONTRACTING FOR COMMODITIES AND
CONTRACTUAL SERVICES GOODS AND SERVICES

Any School Board employee who has purchasing authority shall consider first the interests of the Board in all purchases and seek to obtain the maximum value for each dollar expended; not solicit or accept any gifts or gratuities from present or potential suppliers which might influence or appear to influence purchasing decisions; and refrain from any private business or professional activity that might present a conflict of interest in making purchasing decisions on behalf of the Board.

No person, unless authorized to do so under this policy, may make any purchase or enter into any contract involving the use of school funds. The Board will not approve expenditures for any unauthorized purchase ~~and/or contract that is not in compliance with this policy.~~

Scope

This policy shall generally apply to the District's purchase of commodities and contractual services, except it shall not apply to:

- A. employment contracts;
- B. acquisition of architectural, engineering, landscape architectural, construction management at risk, registered surveying and mapping, or other services pursuant to Policy 6330 - Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Land Surveying Services;
- C. acquisition of auditing services pursuant to F.S. 218.391;
- D. acquisition of professional consultant services, including but not limited to services of lawyers, accountants, financial consultants and other business or operational consultants, which shall be governed by Policy 6540 - Consultant Agreements;
- E. contracts which are exempted, in whole or in part, from this policy's requirements, as set forth below;
- F. proposals and agreements for public-private partnerships with private entities for qualifying projects pursuant to F.S. 287.05712.

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- A. “Competitive solicitation” means purchasing made through the issuance of an invitation to bid, request for proposals and invitation to negotiate. Competitive solicitations are not required for purchases made through the pool purchase provisions of F.S. 1006.27.
- B. “Invitation to bid” means a written or electronic solicitation for competitive sealed bids. The invitation to bid is used when the Board is capable of specifically defining the scope of work for which a contractual service is required or when the Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is publicly posted.
- C. “Invitation to negotiate” means a written or electronically posted solicitation for competitive sealed replies to select one (1) or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the Board determines that negotiations may be necessary for it to receive the best value. A written solicitation includes a solicitation that is publicly posted.
- D. “Proposer” means those vendors submitting bids or responses to a competitive solicitation.
- E. “Request for proposals” means a written or electronically posted solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for the Board to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the Board is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is publicly posted.
- F. “Superintendent” means the “Superintendent or designee”.

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- G. “Request for Quotations” means an informal process to solicit three (3) or more price quotes on commodities or contractual services with standard specifications and valued under the threshold requiring formal competitive solicitations. Quotations may be obtained verbally or via facsimile or e-mail.
- H. A “Confirming Purchase Order” is a P.O. that released after goods and services have already been rendered. Confirming Purchase Orders are only authorized in the event of a declared emergency as define by this policy.

CONTRACT APPROVAL

Contracts shall be approved and executed as follows:

A. Superintendent/Designee Authority

The Superintendent or designee(s) are authorized to approve and execute contracts on behalf of the District involving expenditure of public funds in an amount no greater than the amount \$50,000.00 so long as the obligation created does not exceed the applicable appropriation within the District budget and the contract is otherwise in compliance with applicable District procedures, policies, and law. For purposes of this policy, any group of contracts/purchase orders to the same provider which are connected in terms of time, location and services such that a reasonable person would view them as a single contract shall be deemed a single contract. The Superintendent or his/her designee shall not divide the procurement of goods or contractual services so as to avoid the monetary cap imposed by this policy. Designations of contracting authority by the Superintendent shall be in writing and shall specify the maximum obligation permitted in an amount no greater than the amount \$50,000.00.

B. Emergency Purchases

Notwithstanding the general limit on the Superintendent's authority to enter into contracts involving expenditure of public funds in an amount no greater than the amount of \$50,000.00 the Superintendent is authorized to approve or execute contracts on behalf of the District involving expenditure of public funds in an amount greater than \$50,000.00 when the Superintendent determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the School District requires emergency action. Such written documentation shall be provided to the School Board within three (3) business days and reported at the next scheduled School Board meeting.

All emergency purchases in an amount greater than \$50,000.00 shall be summarized and presented to the Superintendent who shall submit the matter to the School Board for ratification. The School Board minutes shall show the need to initiate emergency purchasing procedures and that regular purchasing procedures would cause a delay and be contrary to the public interest.

C. School Board Approval

Except as expressly provided herein, the School Board shall approve and execute all contracts on behalf of the District involving expenditure of public funds in an amount greater than \$50,000.00.

- D.** Before making any purchase of commodities or contractual services which the Superintendent is authorized by the School Board to make or before recommending any purchase to the School Board, the Superintendent shall, insofar as possible, propose standards and specifications. S/He shall see that the commodities or contractual services conform to those standards and specifications, and shall take such other steps as are necessary to see that the maximum value is being received for any money expended.

PURCHASE ORDER APPROVAL

A. Contracts

The approval of a contract in accordance with the above above authorizes the Superintendent to approve and issue any purchase order required to fulfill the District's obligation under the approved contract without further action of the School Board. The Superintendent shall inform the School Board of the approval of all purchase orders in an amount no greater than the amount indicated in Category 2 of F.S. 287.017, as soon as reasonably possible by a written report issued to the School Board at a public meeting. This section shall not be construed to require School Board approval of purchase orders.

B. Bids/Exceptions

The Superintendent is authorized to issue purchase orders in accordance with bids awarded pursuant to below and the annually approved recurring vendor list without further action of the School Board so long as the obligation created does not exceed the applicable appropriation within the District budget.

Standards and Specifications

Before making any purchase of commodities or contractual services which the Superintendent is authorized by the Board to make or before recommending any purchase to the Board, the Superintendent shall, insofar as possible, propose standards and specifications. S/He shall see that the commodities or contractual services conform to those standards and specifications, and shall take such other steps as are necessary to see that the maximum value is being received for any money expended.

Competitive Solicitation Requirements for Commodities and Contractual Services Other Than Construction Contracting

Except as authorized by law or policy, competitive solicitations shall be requested from three (3) or more sources for the purchase of any authorized commodities or contractual services in an amount greater than

☒ \$50,000.00

☐ \$_____.

[NOTE: The Board may set a threshold less than the \$50,000.00 established in State Board rule.]

I. Purchases of Commodities and Services up to and including \$5000.00

Multiple quotes are not necessary; however, Purchasing may request informal quote solicitation if an opportunity to save money exists

II. Purchases of Commodities and Services \$5,000.01 to \$50,000.00

Solicit a written price quote from 3 different sources if possible. If deemed appropriate by the Director of Purchasing, the requirement to solicit three quotes can be waived. See the section of this policy entitled “**Exception to Competitive Bidding Requirements**” for specific examples of when it may be appropriate to waive competitive quote solicitation.

III. Nonacademic Commodities and Services

Before purchasing nonacademic commodities and contractual services, each district school board and Florida College System institution board of trustees shall review the purchasing agreements and state term contracts available under s. 287.056 to determine whether it is in the school board's or the board of trustees' economic advantage to use the agreements and contracts. Each bid specification for nonacademic commodities and contractual services must include a statement indicating that the purchasing agreements and state term contracts available under s. 287.056 have been reviewed. Each district school board may also use the cooperative state purchasing programs managed through the regional consortium service organizations pursuant to their authority under s. 1001.451.(3).

IV. Purchases of Commodities and Services greater than \$50,000.00

The procurement of commodities or contractual services may not be divided so as to avoid this monetary threshold requirement.

A. Bid Solicitation

The Superintendent is authorized to issue invitations for bids.

B. Bid Publication

Notice of the invitation for bids or requests for proposals shall be published at least once in a newspaper of general circulation within the District, and may be otherwise issued electronically, direct delivery, or other means which are appropriate under the circumstances. The required bid return date is to be announced at the time of the bid offering and shall not be less than five (5) working days from the bid offering date.

C. Bid Responses

The invitations to bid must be responded to by three (3) or more qualified vendors/bidders. Exceptions must be approved by the Board.

D. Bid Opening

Bids will be opened in the office designated in the bid advertisement with the Superintendent's designee and at least one (1) other District employee present.

E. Bid Rejection

The Board may reject any or all bids and request new bids.

F. Bid Award

In acceptance of responses to invitations to bid, the Board may accept the proposal of the lowest responsive, responsible proposer. The Board may also choose to award contracts to the lowest responsive, responsible bidder as the primary awardee of a contract and to the next lowest responsive, responsible bidder(s) as alternate awardees, from whom commodities or contractual services would be purchased, should the primary awardee become unable to provide all of the commodities or contractual services required by the Board during the term of the contract. Nothing herein is meant to prevent multiple awards to the lowest responsive and responsible bidders, when such multiple awards are clearly stated in the bid solicitation documents.

For a bidder to be considered responsive, the proposal must respond to all bid specifications in all material respects and contain no irregularities or deviations from the bid specifications which would affect the amount of the bid or otherwise provide a competitive advantage.

For a bidder to be deemed responsible, the Board may request evidence from the bidder concerning:

- (X) the experience (type of product or service being purchased, etc.) of the bidder;
- (X) the financial condition;
- (X) the conduct and performance on previous contracts (with the District or other agencies);
- (X) the bidder's facilities;
- (X) management skills;
- (X) the ability to execute the contract properly;
- (X) a signed affidavit ensuring that neither the bidder nor any subcontractor has entered into an agreement with any labor organization regarding the public improvement project.

- 1
- 2 Award of a bid by the Board shall only represent an indication by the Board that a
- 3 bid represents the lowest responsive bid from a responsible and responsive bidder
- 4 meeting the requirements and criteria set forth in the invitation to bid. Award of a
- 5 bid shall not create a binding obligation on the Board, and no obligation shall be

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created or imposed on the District until such time as the Board Chair/designee executes a contract.

(X) [OPTIONAL]

Identical/Tie Low Bids

When identical low bids are received from an out-of-District vendor and a local vendor, the local vendor shall be recommended for award. The term "local vendor" means a vendor who has an established business presence in the District indicated by the following:

- A. Has a physical business location within the District for at least six (6) months immediately prior to issuance of the competitive solicitation.
- B. Provides customer access at the business location.
- C. Holds any required business license through a jurisdiction in the District.
- D. Employs one (1) full-time or two (2) part-time employees in the District, or if the business has no employees, is at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the District.

When two (2) or more local vendors present tie low bids on the same items, the company receiving the larger dollar award of the total bid shall be recommended for tie items.

In the event two (2) or more local vendors present exact tie low bids and the dollar award is not a criterion, the successful bidder shall be selected by applying the following criteria in order:

- A. drug-free workplace program in accordance with Florida law
- B. minority business enterprise (MBE) certified by the State of Florida Office of Supplier Diversity
- C. veteran business enterprise, certified by the State of Florida Department of Management Services
- D. by lot or other method the Board may select

When two (2) out-of-District vendors submit identical low bids, the criteria noted above shall be used to determine the successful bidder.

Florida Vendor Preference

If a competitive solicitation response for personal property is from a vendor whose principal place of business is outside of the State of Florida, then the preference requirements of F.S. 287.084 shall be applied by District staff or the selection committee in making the final recommendation for an award.

(X) [OPTIONAL]

Vendor Preference For Certified Veteran Business Enterprises

As authorized by F.S. 295.187, "The Florida Veteran Business Enterprise Act", the Board shall provide a vendor preference in favor of certified veteran business enterprises.

The certification of a veteran business enterprise shall be granted by the Department of Management Services, with the assistance of the Department of Veterans' Affairs, as required by State law.

When two (2) or more bids, proposals or replies for procurement of commodities or contractual services, which are equal with respect to all relevant considerations, including price, quality, and service, are submitted and at least one (1) is from a certified veteran business enterprise, priority for award shall be given to the certified veteran business enterprise as defined by F.S. 295.187. In the event two (2) or more certified veteran business enterprises are entitled to the preference, then the award shall be given to the business having the smallest net worth.

To the extent that this provision is inconsistent with the provisions of this or any other Board policy, this provision shall prevail.

[END OF OPTION]

Exception to Competitive Bidding Requirements

Notwithstanding anything in this policy to the contrary, the Board may make certain purchases without the requirement for competitive solicitations, under the following conditions:

- A. In lieu of requesting competitive solicitations from three (3) or more sources, the Board may make purchases at or below the unit prices in contracts awarded by other Federal, State, city or county governmental agencies, other school boards, community colleges, or State university system cooperative bid agreements when the proposer awarded a contract by another entity will permit purchases

by the Board at the same terms, conditions, and unit prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the Board.

[Note: The following are optional under F.A.C. 6A-1.012(2)]

- (X) The Superintendent is authorized to purchase commodities and contractual services where the total amount does not exceed \$50,000 and does not exceed the applicable appropriation in the budget.
- () The Superintendent is authorized to purchase commodities and contractual services under the Department of Management Services State term contracts.

[END OF OPTION]

- C. Competitive solicitations are not required for pool purchases made as provided in F.S. 1006.27.
- D. The State Board has waived the requirement for requesting competitive solicitations from three (3) or more sources for purchases by the Board of:
1. Professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to F.S. 218.391; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; provided nothing herein shall be deemed to authorize the superintendent to acquire professional consultant services without Board approval as required by Board Policy 6540;
 2. Educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution;
 3. Commodities and contractual services when:
 - a. competitive solicitations have been requested in the

- manner prescribed by this policy; and
b. the Board has made a finding that no valid or acceptable firm proposal has been received within the prescribed time.

When such a finding has been officially made, the Board may enter into negotiations with suppliers of such commodities and contractual services and may execute contracts with such vendors under whatever terms and conditions as the Board determines to be in its best interests.

4. Commodities and contractual services when fewer than two (2) responsive proposals are received. The Board may then negotiate on the best terms and conditions or decide to reject all proposals. The Board will document the reasons that negotiating terms and conditions with the sole proposer is in the best interest of the District in lieu of re-soliciting proposals.
- E. Information technology resources, whether by purchase, lease, lease with option to purchase, rental, or otherwise as defined in F.S. 282.0041(15), may be acquired by competitive solicitation or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the District as determined by the Board.
- F. Purchases of insurance, risk management programs, or contracting with third party administrators for insurance-related services may be through competitive solicitation or by direct negotiation and contract with a vendor or supplier.
- (X) Purchases of food products, required by the Board's food service program and other ancillary food operations, except milk from competitive bid requirements.

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G. Purchase of milk is exempt from competitive bid requirements if:

1. the Board has made a finding that no valid or acceptable firm bid has been received within the prescribed time;
2. The Board has made a finding that an emergency situation exists.

The Board may then enter into negotiations with suppliers of milk and has the authority to execute contracts under whatever terms and conditions the Board determines to be in the best interest of the District.

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H. The Board may dispense with requirements for competitive solicitation for the emergency purchase of commodities or contractual services when the Superintendent determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the District requires emergency action. After the Superintendent makes such a written determination, the Board may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without requesting competitive solicitations. However, such an emergency purchase shall be made by obtaining pricing information from at least two (2) prospective vendors, which must be retained in the contract file, unless the Superintendent determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the District.

I. Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When the Board believes that commodities or contractual services are available only from a single source, the Board will electronically post a description of the commodities or contractual services sought for a period of at least seven (7) business days. The description will include a request that prospective vendors provide information about their ability to supply the commodities or contractual services described. If it is determined in writing by the Board, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the Board shall provide notice of its intended decision to enter a single source contract in the manner specified in Policy 6326 - Bid Protests, and may negotiate on the best terms and conditions with the single source vendor.

J. The Board may make purchases of construction project materials

directly from vendors, on behalf of the awarded construction contractor/manager, to take advantage of the District's "sales tax" exempt status.

K. A contract for commodities or contractual services may be awarded without competitive solicitations if State or Federal law, a grant or a State or Federal agency contract prescribes with whom the Board must contract or if the rate of payment is established during the appropriations process.

L. A contract for regulated utilities or government franchised services may be awarded without competitive solicitations.

Contract

Each Board contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

A. keep and maintain public records that ordinarily and necessarily would be required by the Board in order to perform the service under the contract;

B. provide the public with access to its public records on the same terms and conditions as the Board would provide the records, and at a cost that does not exceed the cost provided in Policy 8310 - Public Records;

C. ensure that any of its public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;

D. meet all requirements for retaining public record and, upon termination of the contract, transfer to the Board, at no cost, all public records in its possession and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Board in a format that is compatible with the Board's information technology systems;

E. the contractor shall furnish a copy of any public records request or request for records in any way relating to the District, immediately upon receipt to the District's Director of Purchasing.

[NOTE: The Board may set a threshold between zero and the \$50,000.00 established in State Board rule.]

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~~The Superintendent shall develop procedures to implement this policy.~~

~~Purchases shall be made as provided herein.~~

~~A. The Superintendent is authorized to purchase commodities and/or contractual services where the total amount does not exceed \$50,000.00 and does not exceed the applicable appropriation in the District budget. No person, unless authorized to do so under the rules of the Board may make any purchase or enter into any contract involving the use of District funds; no expenditures for any such unauthorized purchase or contract shall be approved by the Board.~~

~~1. Purchases shall be made in the best interest of the District to assure maximum value for any money expended. When practical, three (3) quotations will be secured. Trade-in options shall be utilized when economically feasible.~~

~~2. Insofar as practical, all purchases shall be based on requisitions within limits prescribed by the Board. The Superintendent or his/her designee shall be authorized to approve requisitions under the policies of the Board; provided that in so doing s/he shall certify that funds to cover the expenditures are authorized by the budget and have not been encumbered.~~

~~B. All purchases shall be in accordance with State laws, State Board of Education administrative regulations, and policies prescribed by the Board. In addition, Federal funds may be used to purchase food items when used to support parent training and meetings.~~

~~C. As required by F.S. 1001.42, consideration shall be given to prices available to the Board under the regulation of the Department of Management Services, Division of Purchasing.~~

~~D. The Board may establish the competitive solicitation threshold up to the level allowed by Florida Department of Education administrative rule, or less.~~

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~~E. Competitive solicitations shall be required for any purchase greater than the District's threshold as established by Florida Department of Education Administrative Rule. Competitive solicitations shall be requested from three (3) or more sources for any item or group of similar items, if purchased from school funds including internal funds. The Superintendent for the Board is authorized to write specifications calling for competitive solicitations, tabulating and evaluation of bid responses.~~

~~F. The Superintendent shall determine that proper competitive solicitation specifications are written for any purchase subject to the competitive solicitation provisions required by law and this rule. The Board reserves the right to reject any and all responses and to make award(s) by individual item, groups of items, all, or none; or to waive informalities, irregularities, or technicalities in responses received as may be in the best interest of the School District and as allowed by law. This information shall be included in requests for competitive solicitations.~~

~~The Superintendent shall determine that the competitive solicitation includes all information needed by the responder including the following:~~

~~1. where the responses are to be filed;~~

~~2. date, time, and place for the opening of responses;~~

~~3. from whom additional information may be obtained;~~

~~4. the right of the Board to reject any and all responses; and/or~~

~~5. sealed responses shall be opened publicly and the name of the responder and the dollar amount of any bid read aloud by a designated member of the Superintendent's staff who shall tabulate and evaluate the responses and make recommendations to the Superintendent who shall make a recommendation to the Board.~~

~~G. The Board will accept the lowest responsible and responsive bid meeting specifications, terms, and conditions. Where the Board does not accept the low bid, the reason or reasons will be set forth in the official minutes of the Board.~~

~~H. Evaluations of responses to Request for Proposals, Request for Qualifications, Request for Quotes, and Invitations to Negotiate, and any resulting recommendations for award shall not be determined by dollar amount only, but shall consider other relevant factors,~~

~~including but not limited to, compatibility with existing materials,
delivery date schedule related to need, availability of servicing
facilities, and previous experience in dependability with vendor.~~

~~I. — A responder may not withdraw his/her response after the stipulated
deadline for withdrawing responses set forth in the competitive
solicitation document. Where a responder wishes to withdraw
his/her response prior to the deadline, s/he may submit a written
request to the Superintendent listing the reasons for the response
withdrawal.~~

~~J. — The requirement for requesting competitive solicitations from
three (3) or more sources is hereby waived as authorized by
F.S. 1010.04(4)(a), and State Board of Education Administrative
Rule, for the purchase of professional services, educational tests,
educational services, textbooks, printed instructional materials,
computer software, films, filmstrips, videotapes, disc or tape
recordings, digital recordings, or similar audio-visual materials,
library and reference books, and printed library cards, where such
materials are purchased directly from a producer or publisher, the
owner of the copyright, an exclusive agent within the State, a
governmental agency, or a recognized educational institution.
Notwithstanding the ability to waive competitive solicitation as
allowed by statute and rule, as set forth herein, the Board reserves
the right to require that a particular acquisition or purchase be
accomplished by hard bid, Request for Proposal, Request for
Qualification, Request for Quote, or Invitation to Negotiate, when the
Board determines that such is in the best interest of the District
consistent with good business practice. Additionally,
notwithstanding the ability to waive competitive solicitation as set
forth herein, the Superintendent or designee may implement a hard
bid, Request for Proposal, Request for Qualification, Request for
Quote, or Invitation to Negotiate purchasing procedure with respect
to any acquisition or purchase that may be waived, when it is
determined that such procedure is in the best interest of the School
District or consistent with good business practice.~~

~~K. — Additional exemptions authorized under certain conditions.~~

~~The requirements for requesting competitive solicitations and
making purchases for goods and services, as set forth in this
section, are hereby waived as authorized by F.S. 1010.04, when the
following conditions have been met:~~

~~1. — Competitive solicitations have been requested in the manner
prescribed by the State Board of Education Administrative
Rules.~~

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2. ~~The Board has made a finding that no valid or acceptable response has been received within the prescribed time.~~

3. ~~When such a finding has been officially made, the Board may enter into negotiations with suppliers of such goods and services and shall have the authority to execute contracts with such suppliers under whatever terms and conditions as the Board determines to be in the best interest of the school system.~~

L. ~~The Board, when acquiring by purchase, lease, leased with option to purchase, rental, or otherwise, information technology resources, as defined in F.S. 282.0041(10), may make any acquisition through the competitive solicitation process as described herein, or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the School District.~~

M. ~~The Board may dispense with requirements for competitive solicitations for the emergency purchase of commodities or contractual services when the superintendent determines in writing that an immediate danger to the public health, safety, or welfare, or other substantial loss to the School District requires emergency action. After the superintendent makes such a written determination, the Board may proceed with the procurement of commodities or contractual services necessitated by the immediate danger without requesting competitive solicitations. However, such an emergency purchase shall be made by obtaining pricing information from at least two (2) prospective vendors which must be retained in the contract file unless the superintendent determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare, or other substantial loss to the School District.~~

N. ~~All emergency purchase orders shall be encumbered to the proper accounting record immediately following issuance.~~

O. ~~Resolution of protest arising from the contract bidding process may be by Board action or by the formal protest procedures outlined in F.S. Chapter 120, including F.S. 120.57(3).~~

P. ~~The District shall give consideration to the prices available through the use of the online procurement system referenced under F.S. 287.057(23), when purchasing applicable commodities and contractual services.~~

Q. ~~If a competitive solicitation response for personal property is from a vendor whose principal place of business is outside of the State of Florida, then the preference requirements of F.S. 287.084 shall be~~

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~~applied by District staff or the selection committee in making the
final recommendation for an award.~~

Contract

~~Each Board contract for services must include a provision that requires the
contractor to comply with public records laws, specifically to:~~

~~A. keep and maintain public records that ordinarily and necessarily
would be required by the Board in order to perform the service
under the contract;~~

~~B. provide the public with access to its public records on the same
terms and conditions as the Board would provide the records, and at
a cost that does not exceed the cost provided in Policy 8310—Public
Records;~~

~~C. ensure that any of its public records that are exempt or confidential
and exempt from public records disclosure requirements are not
disclosed, except as authorized by law;~~

~~D. meet all requirements for retaining public record and, upon
termination of the contract, transfer to the Board, at no cost, all
public records in its possession and destroy any duplicate public
records that are exempt or confidential and exempt from public
records disclosure requirements. All records stored electronically
must be provided to the Board in a format that is compatible with
the Board's information technology systems.~~

Debarment

The Director of Purchasing ~~Superintendent~~ shall have the authority to debar a
person/corporation, for cause, from consideration or award of further contracts.
The debarment shall be for a period commensurate with the seriousness of the
cause, generally not to exceed three (3) years. If suspension precedes a debarment,
the suspension period shall not be considered in determining the debarment period.
When the offense is willful or blatant, a longer term of debarment may be imposed,
up to an indefinite period.

A. Cause of Debarment

The term “debar” or “debarment” means to remove a vendor from
bidding on District work. Causes for debarment include, but are not
limited to the following:

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1. conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in performance of such contract
2. conviction under State or Federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a vendor
3. conviction under State or Federal anti-trust statutes arising out of submission of bids or proposals ~~of an competitive solicitation response~~
4. violation of contract provisions, including:
 - a. deliberate failure, without good cause, to perform in accordance with specifications or within the time limits provided in the contract(s); and
 - b. a recent record of failure to perform, or of unsatisfactory performance, in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment
5. refutation of an offer by failure to provide bonds, insurance or other required certificates within the time period as specified in in bid/RFP response ~~competitive solicitation~~
6. refusal to accept a purchase order, agreement, or contract, or to perform thereon, provided such order was issued timely and in conformance with the offer received
7. presence of principals or corporate officers in the business of concern who were principals within another business at the time when the other business was suspended within the last three (3) years under the provisions of this section
8. violation of the ethical standards set forth in State law
9. providing or offering to provide anything of value, including, but not limited to, a gift, loan, reward, promise of future employment, favor or service to any employee to influence the award of contract or purchase items from a contractor ~~vendor~~

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10. existence of unresolved disputes between the contractor and the District arising out of or relating to prior contracts between the District and the contractor ~~vendor~~, work performed by the contractor, or services or products delivered

11. any other cause the Director of Purchasing ~~Superintendent~~ determines to be so serious and compelling as to affect credibility as a District vendor, including debarment by another governmental entity for any cause listed in this policy

B. Notice of Recommended Decision

The Director of Purchasing or designee ~~Superintendent~~ shall issue a notice letter that advises the party that it is debarred or suspended. The letter shall:

1. state the reason(s) for the action taken; and
2. inform the vendor of its right to petition the Board for reconsideration.

C. Right to Request a Hearing

Any person who is dissatisfied or aggrieved with the notification of the determination to debar or suspend must, within ten (10) calendar days of such notification, appeal such determination to the Board.

D. Hearing Date

The Board shall schedule a hearing at which time the person shall be given the opportunity to demonstrate why the debarment/suspension by the Director of Purchasing ~~Superintendent~~ should be overturned. All parties shall be given notice of the hearing date.

F.S. 119.0701, 255.05, 255.0516, 255.0518, 287.084, 287.087, 287.132, 287.133,
F.S. 295.187, 1001.43
F.S. 1010.04
F.S. 1010.07(2), 1010.48
Purchasing Policies, F.A.C. 6A-1.012
F.A.C. 5P-1.003, Responsibilities for the School Food Service Program

Revised 3/4/14

CONSTRUCTION CONTRACTING AND BIDDING

All School District construction bids shall be the immediate responsibility of the Superintendent or his/her designee. All applicable laws, State Board of Education State Regulations for Educational Facilities (SREF) regulations, the Florida Building Code, and policies of the School Board shall be observed in school construction bidding. The Superintendent shall develop procedures to implement this policy.

This policy shall generally apply to contracts for construction projects that shall be funded with capital outlay funds or capital grants that relate to new construction, additions, remodeling, renovations, maintenance, or repairs to existing facilities.

This policy shall not apply to acquisition of architectural, engineering, landscape architectural, construction management at risk, design-build, total program management, or surveying and mapping services, which shall be acquired pursuant to Policy 6330 - Acquisition of Professional Architectural, Engineering, Landscape Architectural or Land Surveying Services.

The Board may contract for construction of new facilities, or for additions, remodeling, renovation, maintenance, or repairs to existing facilities, through means including, but not be limited to:

- A. competitive bids;
- B. design-build pursuant to F.S. 287.055;
- C. selecting a construction management entity, pursuant to F.S. 255.103 or 287.055, that would be responsible for all scheduling and coordination of both the design and construction phases, and would be responsible for the successful, timely, and economical completion of the construction project;
- D. selecting a program management entity, pursuant to F.S. 255.103 or 287.055, that would act as the agent of the Board and would be responsible for schedule control, cost control, and coordination in providing or procuring planning, design, and construction services.

E. proposals to enter into a public-private partnership with a private entity for the acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of a qualifying project pursuant to F.S. 287.05712;

The Superintendent shall be responsible for submitting proposed public-private partnership agreements to the Board for consideration, including unsolicited proposals from private entities. The Board shall evaluate and consider all proposed public-private partnership agreements pursuant to the guidelines set forth in F.S. 287.05712.

F. day-labor contracts not exceeding \$280,000 for construction, renovation, remodeling, or maintenance of existing facilities.

Beginning January 2009, this amount shall be adjusted annually based upon changes in the Consumer Price Index.

For purposes of this policy, "day-labor contract" means a project constructed using persons employed directly by the Board or by contracted labor.

Competitive Solicitation Requirements for Construction Contracting

Contracts governed by this policy shall be approved and executed as set forth below. A "construction project" shall be deemed to include a single contract or group of contracts with the same provider which is directly connected in terms of time, location, or services, such that a reasonable person would consider the services to be provided as a single project.

A. Construction Projects Involving Expenditures of \$0.00 - \$35,000.00

Contracts for construction projects involving expenditures of \$0.00 - \$35,000.00 shall be approved and executed as follows:

1. Architect/Engineer Services

Unless otherwise deemed appropriate by the Building Official, contracts governed by this subsection do not require assistance and services of a registered architect/engineer.

2. Direct Negotiations Authorized

Unless otherwise deemed appropriate by the Director of Facilities, contracts governed by this subsection do not require solicitation of formal bids. The District may negotiate directly with potential service providers for contracts governed by this subsection. In order to secure the most efficient and effective contracts, the District is encouraged to secure multiple quotes or to negotiate with multiple providers before entering into contracts hereunder.

3. Bonds Not Required

Unless otherwise deemed appropriate by the Director of Facilities, contractors are not required to submit payment and performance bonds for contracts governed by this subsection.

B. Construction Projects Involving Expenditures of \$35,000.01 - \$50,000.00

Contracts for construction projects involving expenditures of \$35,000.01 - \$50,000.00 shall be approved and executed as follows:

1. Architect/Engineer Services

Unless otherwise deemed appropriate by the Building Official, contracts governed by this subsection do not require assistance and services of a registered architect/engineer.

2. Three (3) Quotations Required

Unless otherwise deemed appropriate by the Director of Facilities, contracts governed by this subsection do not require solicitation of formal bids. The District may approve and enter into contracts governed by this subsection after securing three (3) written quotes and conducting any further negotiations that may be deemed appropriate, the Superintendent shall recommend that the Board approve a purchase order or execute a contract with the most efficient and effective proposer.

3. Bonds Not Required

Unless otherwise deemed appropriate by the Director of Facilities, contractors are not required to submit payment and performance bonds for contracts governed by this subsection.

C. Construction Projects Involving Expenditures of \$50,000.01 - \$100,000.00 and Electrical projects \$50,000.01 - \$75,000.00

Contracts for construction projects, other than electrical projects, involving expenditures of \$50,000.01 - \$100,000.00 shall be approved and executed as follows:

1. Architect/Engineer Services

Contracts governed by this subsection shall require assistance and services of a registered architect/engineer.

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2. Three (3) Quotations Required

Unless otherwise deemed appropriate by the Director of Facilities, contracts governed by this subsection do not require solicitation of formal bids. The District may approve and enter into contracts governed by this subsection after securing three (3) written quotes from qualified providers. After securing the quotes and conducting any further negotiations that may be deemed appropriate, the Superintendent shall recommend that the Board approve a purchase order or execute a contract with the most efficient and effective proposer.

3. Bonds Not Required

Unless otherwise deemed appropriate by the Director of Facilities, contractors are not required to submit payment and performance bonds for contracts governed by this subsection.

D. Electrical Projects Involving Expenditures of \$75,000.01 - \$100,000.00

Contracts for electrical projects involving expenditures of \$75,000.01 - \$100,000.00 shall be approved and executed as follows:

1. Architect/Engineer Services

Contracts governed by this subsection shall require assistance and services of a registered architect/engineer.

2. Bid Solicitation Required

Contracts governed by this subsection shall be advertised in conformance with the procedures outlined in this section.

a. Legal Notice

The District shall publish notice of projects governed by this section in a local newspaper with general circulation throughout the District for a minimum of once per week for three (3) consecutive weeks with the last publication appearing at least seven (7) days prior to bid opening.

b. Bid Bonds Required

Bidders shall submit bid bonds or security equaling

five percent (5%) of the base bid. Security shall be in the form of a certified check, cashier's check, Treasurer's check, or bank draft of any national or State bank.

c. Rejection of Bids/Waiver of Technicalities

The Board reserves the right in its sole discretion to reject all bids and to waive technicalities in any and all bids.

3. Bonds Required

The successful contractor under this subsection shall be required to submit payment and performance bonds prior to issuance of a notice to proceed for this project.

E. Construction Projects Involving Expenditures in Excess of \$100,000.00

Contracts for projects involving expenditures in excess of \$100,000.00 shall be approved and executed as follows:

1. Architect/Engineer Services

Contracts governed by this subsection shall require assistance and services of a registered architect/engineer.

2. Bid Solicitation Required

Contracts governed by this subsection shall be advertised in conformance with the procedures outlined in this section.

a. Legal Notice

The District will publish notice of projects governed by this section in a local newspaper with general circulation throughout the District for a minimum of once per week for three (3) consecutive weeks with the last publication appearing at least seven (7) days prior to bid opening.

b. Bid Bonds Required

Bidders shall submit bid bonds or security equaling five percent (5%) of the base bid. Security shall be in the form of a certified check, cashier's check, Treasurer's check, or bank draft of any national or State bank.

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c. Rejection of Bids/Waiver of Technicalities

The Board reserves the right in its sole discretion to reject all bids and to waive technicalities in any and all bids.

3. Bonds Required

The successful contractor under this subsection shall be required to submit payment and performance bonds prior to issuance of a notice to proceed for this project.

F. Construction Projects Involving Fifty Percent (50%) or More State-Appropriated Funds

For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from State-appropriated funds which have been appropriated at the time of the competitive solicitation, the Board will not use a policy that provides a preference based upon the contractor's:

1. maintaining an office or place of business within a particular local jurisdiction;
2. hiring employees or subcontractors from within a particular local jurisdiction; or
3. prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

For any such competitive solicitation, the Board will disclose in the solicitation document that any applicable local policy does not include any of the preferences listed above.

6. Contracts for projects involving expenditures in excess of \$300,000.00 shall be approved and executed as follows:

a. Architect/Engineer Services

Contracts governed by this subsection shall require assistance and services of a registered architect/engineer.

b. Bid Solicitation Required

Contracts governed by this subsection shall be advertised in conformance with the procedures outlined in this section.

1) Pre-Qualification

For construction projects in excess of \$300,000 all participating bidders must be pre-qualified in accordance with SREF 4.1

2) Legal Notice

The District shall publish notice of projects governed by this section in a local newspaper with general circulation strict for a minimum of once per week for three (3) consecutive weeks with the last publication appearing at least seven (7) days prior to bid opening.

3) Bid Bonds Required

Bidders shall submit bid bonds or security equaling five percent (5%) of the base bid. Security shall be in the form of a certified check, cashier's check, Treasurer's check, or bank draft of any national or State bank.

4) Rejection of Bids/Waiver of Technicalities

The School Board reserves the right in its sole discretion to reject all bids and to waiver technicalities in any and all bids.

Change Orders

The Board believes that thoughtful planning should minimize the change orders for any construction or renovation project, but recognizes that all circumstances that might necessitate such changes cannot be anticipated. Any and all change order to construction contracts must be in compliance with Florida statutes and the State Requirements for Educational Facilities both in form and content.

Opening of Competitive Bids

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Notwithstanding F.S. 119.071(1)(b), in any competitive solicitation for construction or repairs on a Board building or facility, the Superintendent will:

A. open the sealed bid, or the portion of the sealed bid that includes the price submitted, at a public meeting conducted in compliance with F.S. 286.011 and Board Bylaw 0164 - Notice of Meetings, and Bylaw 0168 - Minutes;

B. announce the name of each bidder and the price submitted in the bid at that meeting; and

C. make available the name of each bidder and the price submitted in the bid, upon request.

Contract Execution

Contracts governed by this policy shall be awarded to the lowest responsive and responsible bidder, considering base bid and accepted alternatives; and be executed pursuant to Policy 6320 - Purchasing and Contracting for Goods and Services. Award of bid by the Board shall only represent an identification by the Board that a bid represents the lowest responsible bid received by the District. Award of bid shall not create a binding obligation on the Board, and no obligation shall be created or imposed on the District until such time as the Board Chair/designee executes a contract in a form satisfactory to the District.

Each Board contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

A. keep and maintain public records that ordinarily and necessarily would be required by the Board in order to perform the service under the contract;

B. provide the public with access to its public records on the same terms and conditions as the Board would provide the records, and at a cost that does not exceed the cost provided in Policy 8310 - Public Records;

C. ensure that any of its public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law;

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- 1 D. meet all requirements for retaining public record and, upon
2 termination of the contract, transfer to the Board, at no cost, all
3 public records in its possession and destroy any duplicate public
4 records that are exempt or confidential and exempt from public
5 records disclosure requirements. All records stored electronically
6 must be provided to the Board in a format that is compatible with
7 the Board's information technology systems.

8 **Change Orders**

9 ~~The Board believes that thoughtful planning should minimize the change orders for~~
10 ~~any construction or renovation project, but recognizes that all circumstances that~~
11 ~~might necessitate such changes cannot be anticipated. Any and all change order to~~
12 ~~construction contracts must be in compliance with Florida statutes and the State~~
13 ~~Requirements for Educational Facilities both in form and content.~~

14 **Certified Copy of Recorded Bond**

15
16 Before commencing the work or before recommencing the work after a default or
17 abandonment, the contractor shall provide to the Board a certified copy of the
18 recorded bond. Notwithstanding the terms of the contract or any other law
19 governing prompt payment for construction services, the Board may not make a
20 payment to the contractor until the contractor has complied with this paragraph.
21 This paragraph applies to contracts entered into on or after October 1, 2012.

22 F.S. 255.05, 255.0516, 255.0518, 255.05712, 255.0991, 287.05712, 1001.43,
23 1010.04, 1010.07(2)
24 F.S. 1010.48, 1013.45, 1013.46, 1013.47
25 Purchasing Policies, F.A.C. 6A-1.012
26 Educational Facilities, F.A.C. 6A-2.0010

27 Revised 3/4/14

28 © **NEOLA 2013**

NEW POLICY - SPECIAL UPDATE - UNIFORM GRANT GUIDANCE

PROCUREMENT – FEDERAL GRANTS/FUNDS

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, School Board policies, and administrative procedures.

The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 C.F.R. 200.317-.326) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general purchasing Policy 6320 and AP 6320A.

All District employees, officers, and agents who have purchasing authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of contracts as established in Policy 1129, Policy 3129, and Policy 4129 – Conflict of Interest.

The District will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Competition

All procurement transactions shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgement. In order to promote objective contractor

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performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

- A. unreasonable requirements on firms in order for them to qualify to do business
- B. unnecessary experience and excessive bonding requirements
- C. noncompetitive contracts to consultants that are on retainer contracts
- D. organizational conflicts of interest
- E. specification of only a “brand name” product instead of allowing for an “or equal” product to be offered and describing the performance or other relevant requirements of the procurement
- F. any arbitrary action in the procurement process

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless (1) an applicable Federal statute expressly mandates or encourages a geographic preference; or (2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms, or products to acquire goods and services, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the list annually
~~[insert frequency. see Drafting Note].~~

~~[Drafting Note: The District shall allow vendors not on the pre-qualified list to apply for placement on the list periodically. The District may determine how frequently the pre-qualified list becomes open for new vendors or whether it is open continuously.]~~

The District shall require that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

The Board will not approve any expenditure for an unauthorized purchase or contract.

Procurement Methods

The District shall utilize the following methods of procurement:

[X] Micro-purchases

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$5,000 ~~(not to exceed \$3,500)~~. To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if Superintendent considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this method.

[X] Small Purchases

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of \$50,000 ~~(not to exceed \$50,000)~~. Small purchase procedures require that price or rate quotations shall be obtained pursuant to School

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Board Policy 6320. from () _____ () an adequate number of
qualified sources.

[X] Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of,
and contract for, single items of supplies, materials, or equipment
which amounts to \$50,000_____ and when the Board
determines to build, repair, enlarge, improve, or demolish a school
building/facility the cost of which will exceed \$50,000_____.

[NOTE: The Board may set a threshold less than the \$50,000.00
established in State Board rule, however the amount selected
should be consistent with Policy 6320.]

In order for sealed bidding to be feasible, the following conditions
shall be present:

1. a complete, adequate, and realistic specification or purchase
description is available;
2. two (2) or more responsible bidders are willing and able to
compete effectively for the business; and
3. the procurement lends itself to a firm fixed price contract and
the selection of the successful bidder can be made principally
on the basis of price.

When sealed bids are used, the following requirements apply:

1. Bids shall be solicited in accordance with the provisions of
State law and Policy 6320. Bids shall be solicited from
() _____ (X) an adequate number of qualified suppliers,
providing sufficient response time prior to the date set for the
opening of bids. The invitation to bid shall be publicly
advertised.
2. The invitation for bids will include product/contract
specifications and pertinent attachments and shall define the
items and/or services required in order for the bidder to
properly respond.
3. All bids will be opened at the time and place prescribed in the
invitation for bids; bids will be opened publicly.

4. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
5. The Board reserves the right to reject any or all bids for sound documented reason.

[X] Competitive Proposals

Procurement by competitive proposal, normally conducted with more than one source submitting an offer, is generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method. ~~[Drafting Note: Like sealed bids, Federal law does not require a competitive proposal unless the procurement is for over \$150,000. The State/District may set a lower threshold for sealed bids and competitive proposals. The Board may set a threshold less than the \$50,000.00 established in State Board rule. (see Policy 6320)]~~

If this method is used, the following requirements apply:

1. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
2. Proposals shall be solicited from an ~~()~~ **(X)** adequate number of sources.
3. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.
4. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

[X] Noncompetitive Proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. the item is available only from a single source
2. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
3. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
4. after solicitation of a number of sources, competition is determined to be inadequate

Contract/Price Analysis

The District shall perform a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

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When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Time and Materials Contracts

The District uses a time and materials type contract only (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to the District is the sum of the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, the District sets a ceiling price for each contract that the contractor exceeds at its own risk. Further, the District shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

Suspension and Debarment

The District will awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. All purchasing decisions shall be made in the best interests of the District and shall seek to obtain the maximum value for each dollar expended. When making a purchasing decision, the District shall consider such factors as (1) contractor integrity; (2) compliance with public policy; (3) record of past performance; and (4) financial and technical resources.

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1) for a temporary period, pending

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completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 C.F.R. Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 C.F.R. chapter 1). A person so excluded is debarred. (2 C.F.R. Part 180 Subpart H)

The District shall not subcontract with or award subgrants to any person or company who is debarred or suspended. For contracts over \$25,000, the District shall confirm that the vendor is not debarred or suspended by either checking the Federal government's System for Award Management, which maintains a list of such debarred or suspended vendors at www.sam.gov; collecting a certification from the vendor; or adding a clause or condition to the covered transaction with that vendor. (2 C.F.R. Part 180 Subpart C)

Maintenance of Procurement Records

The District maintains records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection, or rejection, and the basis for the contract price (including a cost or price analysis).

2 C.F.R. 200.317 - .326

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CHANGE ORDERS

2 The Superintendent shall have authority to approve change orders in the name of
3 the School Board in an amount not to exceed the Board approved contingency. A
4 change order may not be used to avoid the bid threshold requirements.

5 Change orders in excess of the Board approved contingency require Board approval.

| 6 F.A.C. 6A-1.012, 6A-2.0010, ~~6A-2.0111~~6A-2.0010
7 Section 4.2(5), State Requirements for Educational Facilities

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TRAVEL EXPENSE REIMBURSEMENT

Authorized travel for officers and employees of the School Board shall be reimbursed as follows:

A. Authority to Incur Traveling Expenses

1. All travel by employees and authorized persons must be authorized and approved by the Superintendent ~~or his/her designated representative.~~ The Superintendent shall not authorize or approve such a request unless it is accompanied by a signed statement by the traveler's supervisor stating that such travel is on the official business of the School District and also stating the purpose of the travel.

2. Traveling expenses of employees and authorized persons ~~public officers~~ shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law and must be within the limitations prescribed by Florida Statutes.

3. When more than one (1) employee is going to the same destination, travel shall be pooled when such is practical.

B. Reimbursement Policy

1. Reimbursement rates for per diem and subsistence shall be in accordance with the rates established by Florida Statute 112.061 ~~the Board as described in state Statute.~~

~~B.~~ 2. In-District Travel

Employees assigned a ~~car~~ vehicle owned by the District will not be eligible for reimbursement for personal vehicle expenses.

3. ~~—~~ Employees using their personal vehicle ~~cars~~ for travel on official school district business may be paid for the use of their vehicles ~~cars~~ ~~based~~ on the current Internal Revenue Service (IRS) standard Business Mileage rate.

~~(a)~~ 4. In-District Travel

The reimbursement for In-District travel mileage shall be at the discretion of the Superintendent, shall be according to the official In-County Mileage chart and based on the current Internal Revenue Service (IRS) standard Business Mileage rate. ~~Board approved mileage schedule.~~

~~C.~~ ~~(b)~~ 5. Out-of-District Travel but not out of State

All Out-of-District travel shall be approved by the Superintendent and be in accordance with the following subsections:

5a. 1. One-Day Trips

All Out-of-District One-Day Trips shall be approved by the Superintendent and based on the current Internal Revenue Service (IRS) standard Business Mileage rate. Reimbursement rates for per diem and subsistence shall be in accordance with the rates established by Florida Statute 112.061, however meals claimed for One-Day authorized travel will be taxed and reimbursed through payroll.

~~Expenses for authorized travel by employees, authorized persons, or public officers, on school district business which does not require an overnight stay shall be reimbursed at the at the IRS approved business mileage rate, current Internal Revenue Service (IRS) standard Business Mileage rate. Meals claimed for authorized travel will be taxed and reimbursed through payroll.~~

~~2~~ 5b. Overnight Trips

All Out-of-District overnight trips shall be approved by the Superintendent and based on the current Internal Revenue Service (IRS) standard Business Mileage rate. Reimbursement rates for per diem and subsistence shall be in accordance with the rates established by Florida Statute 112.061.

~~Expenses for authorized travel by employees, authorized persons, or public officers on school district business requiring absence in excess of one (1) day shall be reimbursed for travel and per diem at the IRS approved business mileage rate, at the current Internal Revenue Service (IRS) standard Business Mileage rate. Meals claimed for authorized travel will be reimbursed as established by Florida Statute 112.061~~

~~(e)~~6. Out-of-State Travel

All Out-of-State Travel shall be approved by the Superintendent School Board and based on the current Internal Revenue Service (IRS) standard Business Mileage rate. Reimbursement rates for per diem and subsistence shall be in accordance with the rates established by Florida Statute 112.061

DC. Travel Costs Paid or Reimbursed from Federal Funds

Travel payment and reimbursement provided from Federal funds must be authorized in advance and must be reasonable and consistent with the District's travel policy and administrative guidelines. For travel paid for with Federal funds, the travel authorization must include documentation that demonstrates that (1) the participation in the event by the individual traveling is necessary to the Federal award; and (2) the costs are reasonable and consistent with the District's travel policy.

(X) Commercial airfare costs in excess of the basic least expensive unrestricted accommodations class offered by commercial airlines are unallowable except when such accommodations would (1) require circuitous routing; (2) require travel during unreasonable hours; (3) excessively prolong travel; (4) result in additional costs that would offset the transportation savings; or (5) offer accommodations not reasonably adequate for the traveler's medical needs. Instances of commercial airfare cost in excess of the basic least expensive unrestricted accommodations class must be justified and documented on a case-by-case basis.

~~(f) — Temporary dependent care costs (as dependent is defined in 26 U.S.C. 152) above and beyond regular dependent care that directly results from travel to conferences are allowable provided that (1) the costs are a direct result of the individual's travel for the Federal award; (2) the costs are consistent with the District's documented administrative guidelines for all entity travel; and (3) are only temporary during the travel period. Travel costs for dependents are~~

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~~unallowable, except for travel of a duration of six (6) months
or more with prior approval of the Federal awarding agency.~~

To the extent that the District's policy does not establish the
allowability of a particular type of travel cost, the rates and amounts
established under 5 U.S.C. 5701-11, ("Travel and Subsistence
Expenses; Mileage Allowances"), or by the administrator of general
services, or by the president (or his/her designee), must apply to
travel under Federal awards.

~~ED.D. When more than one (1) employee is going to the same destination,
travel shall be pooled when such is practical.~~

~~FE.E.~~ Where a common carrier is used, reimbursement will be made only
for the most economical class. The expense of common carrier
travel may be processed through the District office on a purchase
order or by copies of paid bill(s) attached to the employee's travel
voucher.

~~FGF.~~ Reimbursement may be requested for tolls, taxis, registration fees,
and limousine service, storage or parking, and communication
expense when properly documented. No reimbursement may be
authorized for gratuities. Reimbursement for registration fees shall
be reduced by the value of any lodging or meals which are included
if such items are claimed elsewhere for reimbursement.

~~GHG.~~ Out-of-State Travel

Actual expenses for authorized travel by employees, authorized
persons, or public officers not to exceed the single occupancy rate
shall be reimbursed for lodging and the scheduled amount for
meals.

~~HHH.~~ The Superintendent shall develop procedures which detail travel
reimbursement claims and restrictions.

~~IJJ.~~ Violations or abuse of District travel policies and/or procedures
shall be a basis for employee discipline.

F.S. 112.061, 1001.39
F.A.C. 6A-1.056
2 C.F.R. 200.474

1

FACILITIES PLANNING

2 The School Board recognizes that careful, prudent planning is essential to the
3 efficient operation of the schools. In order to assure that future District
4 construction supports the educational program and responds to community needs,
5 the Superintendent will prepare a ~~capital construction plan~~ Five Year Facilities Work
6 Plan ~~and submit it to the Board for approval. Upon approval of the plan, the~~
7 Superintendent will revise that plan periodically thereafter and submit it to the
8 Board for approval by October 1st annually.

9

10 ~~—~~The plan shall include a thorough description and analysis of local and regional
11 demographic factors which influence general population growth and public school
12 enrollments.

13 The Superintendent shall make such recommendations to the Board in connection
14 with the District's Facility's Work Plan, the Educational Plant Survey, and other
15 aspects of the District Facilities Planning and Construction Program such that the
16 program is adequate to meet the needs of the School District and complies with the
17 applicable legal requirements.

18 In planning for the enlargement or modification of its facilities, the Board shall
19 consider not only the number of children whose educational needs must be met, but
20 also the physical requirements of the program it deems best suited to meet those
21 needs, as well as available funding. The District shall provide suitable
22 accommodations to carry out the educational program of the school including
23 provision for the students with disabilities, pursuant to law and regulation.

24 Further, when new construction or a remodeling or renovation project over
25 \$300,000.00 will be undertaken pursuant to the District's plan, the Superintendent
26 will evaluate alternative construction methods, including exceptions to standards for
27 innovative planning and construction techniques, to determine the most appropriate
28 method for completing the particular project. In conducting that evaluation the
29 Superintendent will consider the use of new materials, systems, and applications
30 in the design and construction of educational facilities. Based on the evaluation
31 of the alternative methods, the Superintendent will recommend to the Board the
32 methods for design and construction determined most appropriate for the project.
33 Upon approval of the District's building official, the Board, and the Florida
34 Department of Education, the District shall proceed with contracting for the project
35 in accordance with Policy 6322 - Construction Contracting and Bidding.

36

37

38

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1 F.A.C. 6A-2.0010
2 Section 114, Florida Building Code
3
4

5
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7 ~~F.S. 255.05, 1013.31, 1013.32, 1013.35, 1013.42, 1013.44, 1013.45, 1013.72~~
8 ~~Section 4.2(1), State Requirements for Educational Facilities (2012)~~

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DISPOSITION OF SURPLUS INSTRUCTIONAL PROPERTY

The School Board requires the Superintendent to review the property of the District periodically and to dispose of that material and equipment that is no longer usable in accordance with the terms of this policy.

A. Instructional Material

The District shall review instructional materials (i.e. textbooks, library books, manuals, support materials, etc.) periodically to determine the relevance of such materials to the present world and current instructional programs. The following criteria will be used to review instructional materials for redistribution and possible disposal:

1. concepts or content that do not support the current goals of the curriculum
2. information that may not be current
3. worn beyond salvage

B. Equipment

The District shall inspect the equipment used in the instructional program periodically, to determine the condition and usability of such equipment in the current educational program. Should the equipment be deemed no longer serviceable or usable, the following criteria will be used to determine possible disposal:

1. repair parts for the equipment no longer readily available
2. repair records indicate equipment has no usable life remaining
3. repair costs
4. obsolescence
5. some potential for sale at a District auction
6. creates a safety or environmental hazard

C. Disposition

The Superintendent is authorized to dispose of obsolete instructional property by selling it to the highest bidder, by donation to appropriate parties, or by proper waste removal. Disposal of surplus property purchased with Federal funds shall be disposed of in accordance with Federal procedures.

When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, the District shall request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made in accordance with disposition instructions of the Federal awarding agency.

Except as provided in Section 200.312, Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

The District may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the District shall be entitled to compensation for its attributable percentage of the current fair market value of the property.

F.S. 274.05, 274.06, 274.07, 1013.28~~1006.41, 1006.44~~
F.A.C. 69I-73.005
2 C.F.R. 200.312, 200.313

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PHYSICAL PLANT OPERATIONS

The School Board recognizes that the fixed assets of this District represent a significant investment of this community and their maintenance is of prime concern to the Board. The Board is committed to adequately providing for the maintenance of its educational plant and ancillary facilities, including safe access ways from neighborhoods to schools.

The Board directs the conduct of a continuous program of inspection, maintenance, and rehabilitation for the preservation of all school buildings and equipment. Wherever possible and feasible, maintenance shall be preventive.

The Superintendent shall develop, ~~for implementation by the custodial (and maintenance) staff then periodically revise~~, a maintenance program for implementation by the custodial and maintenance staff ~~which~~ that shall include:

- A. a regular program of facilities repair and conditioning;
- B. the maintenance of a critical spare parts inventory;
- C. an equipment replacement program;
- D. repair or replacement of equipment or facilities for energy conservation, safety, or other environmental factors;
- E. a preventive maintenance program for equipment and components;
- F. an in-house technical training program for tradespersons.

When revising the maintenance program, the staff will evaluate maintenance-related job techniques with a specific focus on evaluation of:

- A. methods;

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1
2

B. job techniques; and

C. efficiency outcomes that recognize the importance of cost effectiveness, efficiency measurements, and productivity analysis.

3 The Superintendent shall develop ~~and promulgate to the custodial (and~~
4 ~~maintenance) staff~~ for implementation by the custodial and maintenance staff such
5 procedures as may be necessary for the ongoing maintenance ~~and good order~~ of the
6 physical plant and for the expeditious repair of those conditions which threaten the
7 safety of the occupants or the integrity of the plant.

8 F.S. 1001.51, 1013.35
9

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2 The School Board recognizes that efficient management and full replacement upon
3 loss requires accurate inventory and properly maintained property records.

10 For purposes of this policy "tangible personal property" shall mean any tangible
11 personal property, of a nonconsumable nature, with a life expectancy of one (1) year
12 or more that has a capitalized value equal to or greater than the value defined in
13 statute.

7 Equipment acquired under a Federal award will vest upon acquisition to the
8 District, subject to the following conditions:

- 20 A. The equipment shall be used for the authorized purposes of the
21 award project during the period of performance or until the
22 equipment is no longer needed for the purposes of the project.
- 23
- 24 B. The equipment shall not be encumbered without the approval of the
25 Federal awarding agency or the pass-through entity.
- 26
- 27 C. The equipment may only be used and disposed of in accordance
28 with the provisions of the Federal awarding agency or the pass-
29 through entity and Policy 7310 and AP 7310.
- 30
- 31 D. Property records shall be maintained that include a description of
32 the equipment, a serial number or other identification number, the
33 source of funding for the equipment (including the Federal Award
34 Identification Number (FAIN)), title entity, acquisition date, cost of
35 the equipment, percentage of Federal participation in the project
36 costs for the award under which the equipment was acquired, the
location, use, and condition of the equipment, and ultimate

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disposition data, including date of disposal and sale price of the equipment.

E. A physical inventory of the property must be taken and results reconciled with property records at least once every two (2) years.

F. A control system shall be developed to provide adequate safeguards to prevent loss, damage, or theft of the property. Any such loss, damage, or theft shall be investigated.

G. Adequate maintenance procedures shall be implemented to keep the property in good condition.

F.S. 274.02, 1001.43
2 C.F.R. 200.313

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policy

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ANIMALS ON DISTRICT PROPERTY

Introduction

The School Board recognizes that there are many occasions when animals are present on District property and many reasons for those animals' presence. Animals are commonly utilized by teachers during classroom presentations and are often housed in classrooms and other locations on campus. Additionally, employees, students, parents, vendors, and other members of the public may be accompanied at school by a service animal in accordance with Federal and State law and this policy.

This policy shall apply to all animals on District property, including service animals.

Definitions

- A. **"Animal"** shall be held to include every living dumb creature.
- B. **"Service animal"**, pursuant to 28 C.F.R. 35.104 and F.S. 413.08, "means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors, reminding an individual with a mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks. The crime deterrent effects of an animal's presence and the provision of emotional support,

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1 well-being, comfort, or companionship do not constitute work or
2 tasks for the purposes of this definition.”

3 The Americans with Disabilities Act (ADA) and State law has also defined a
4 miniature horse as an animal that can serve as a service animal, so long as the
5 miniature horse has been individually trained to do work or perform tasks for the
6 benefit of the individual with a disability. To better determine whether the Board
7 must allow for the use of a miniature horse or make modifications to buildings, the
8 Board should refer to Section 35.136 (c) through (h) of the ADA.

9 F.S. 413.08 also defines “service animal” as “an animal that is trained to perform
10 tasks for an individual with a disability. The tasks may include, but are not limited
11 to, guiding a person who is visually impaired or blind, alerting a person who is deaf
12 or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting
13 and protecting a person who is having a seizure, retrieving objects, or performing
14 other special tasks. A service animal is not a pet.”

15 **Vaccination, Licensing and/or Veterinary Requirements**

16 All animals housed on District property for any school purpose, such as to conduct
17 random searches for illegal substances or to support classroom activities, or brought
18 on District property on a regular basis for any purpose, including service animals,
19 must meet every veterinary requirement set forth in State law and county
20 regulation/ordinance, including but not limited to rabies vaccination or other
21 inoculations required to be properly licensed. For example, all canines and cats
22 must, at a minimum, be administered a rabies vaccine in accordance with
23 F.S. 828.30.

24 **Non-Service Animals in Schools and Elsewhere on District Property**

25 Animals permitted in schools and elsewhere on District property shall be limited to
26 those necessary to support specific curriculum-related projects and activities, those
27 that provide assistance to a student or staff member due to a disability (e.g., seizure
28 disorder), or those that serve as service animals as required by Federal and State
29 law.

30 Taking into consideration that some animals can cause or exacerbate allergic
31 reactions, spread bacterial infections, or cause damage and create a hazard if they
32 escape from confinement, the Principal may permit non-service animals to be
33 present in classrooms to support curriculum-related projects and activities only
34 under the following conditions:

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- 1 A. the staff member seeking approval to have an non-service animal in
2 his/her classroom shall
- 3 1. provide a current satisfactory health certificate or report of
4 examination from a veterinarian for the animal;
- 5 2. take precautions deemed necessary to protect the health and
6 safety of students and other staff;
- 7 3. ensure that the animal is treated humanely, keeping it in a
8 healthy condition and in appropriate housing (e.g., a cage or
9 tank) that is properly cleaned and maintained; and,
- 10 4. keep the surrounding areas in a clean and sanitary condition
11 at all times.
- 12 B. other staff members and parents of students in areas potentially
13 affected by animals have been notified in writing and adjustments
14 have been made to accommodate verified health-related or other
15 concerns.

16 Except where required by law, the presence of a non-service animal shall be
17 disallowed if documented health concerns of a student or staff member cannot be
18 accommodated.

19 **Service Animals for Students**

20 A service animal is permitted to accompany a student with a disability to whom the
21 animal is assigned anywhere on the school campus where students are permitted to
22 be.

23 A service animal is the personal property of the student and/or parents. The Board
24 does not assume responsibility for training, daily care, or healthcare of service
25 animals. The Board does not assume responsibility for personal injury or property
26 damage arising out of or relating to the presence or use of service animals on Board
27 property or at District-sponsored events.

28 A service animal that meets the definition set forth in the ADA, State law, and this
29 policy shall be under the control of the student with a disability or, a separate
30 handler if the student is unable to control the animal. A service animal shall have a
31 harness, leash, or other tether, unless either the student with a disability is unable
32 because of a disability to use a harness, leash, or other tether, or the use of a
33 harness, leash, or other tether would interfere with the service animal's safe,

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1 effective performance of work or tasks, in which case the service animal must be
2 otherwise under the student's control (e.g., voice control, signals, or other effective
3 means), or under the control of a handler other than the student.

4 If the student with a disability is unable to control the service animal and another
5 person serves as the animal's handler, that individual shall be treated as a volunteer
6 and, as such, will be subject to Board policy.

7 If the animal's trainer intends or is required to be on school grounds when students
8 are present, the trainer will be treated as a volunteer subject to Board policy.

9 Owners of service animals are liable for any harm or injury caused by the animal to
10 other students, staff, visitors, or property.

11 **Removing and/or Excluding a Student's Service Animal**

12 If a service animal demonstrates that it is not under the control of the student or its
13 handler, the Principal is responsible for documenting such behavior and for
14 determining if and when the service animal is to be removed and/or excluded from
15 school property.

16 Similarly, in instances when the service animal demonstrates that it is not
17 housebroken, the Principal will be responsible for documenting such behavior and
18 for determining that the service animal is to be removed and/or excluded from
19 school property.

20 In instances when the service animal's behavior poses a direct threat to the health
21 and safety of others, the Principal shall document such behavior and determine
22 whether the service animal is to be removed and/or excluded from school property.

23 The Principal should notify the Superintendent when a service animal has been
24 removed and/or excluded, and, immediately subsequent to such notification,
25 document the reasons for the removal and/or exclusion.

26 The Principal's decision to remove and/or exclude a service animal from school
27 property may be appealed in accordance with the complaint procedure set forth in
28 Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity.

29 The procedures set forth in Policy 2260 - Nondiscrimination and Access to Equal
30 Educational Opportunity do not interfere with the rights of a student and his/her
31 parents or an eligible student to pursue a complaint of legally prohibited
32 discrimination with the United States Department of Education's Office for Civil
33 Rights, the Florida Civil Rights Commission, the Equal Employment Opportunity
34 Commission, or the Department of Justice.

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1 Eligibility of a Student's Service Animal for Transportation

2 A student with a disability shall be permitted to access School District
3 transportation with his/her service animal. There may also be a need for the service
4 animal's handler, if the handler is someone other than the student, to also access
5 School District transportation.

6 When a service animal is going to ride on a school bus owned or leased by the
7 District, the student and his/her parents, or eligible student, and the handler, if
8 s/he is someone other than the student, shall meet with the Principal, Director of
9 Transportation, and the driver and bus assistant, if any, to discuss critical
10 commands needed for daily interaction and emergency/evacuation and to determine
11 whether the service animal should be secured on bus/vehicle with a tether or
12 harness.

13 At the discretion of the Principal or Director of Transportation, an orientation will
14 take place for students and staff who will be riding the bus/vehicle with the service
15 animal regarding the animal's functions and how students should interact with the
16 animal.

17 The service animal shall board the bus by the steps with the student, not a lift,
18 unless the student uses the lift to enter and exit the bus. The service animal must
19 participate in bus evacuation drills with the student.

20 While the bus is in motion, the service animal shall remain positioned on the floor,
21 at the student's feet.

22 Situations that would cause cessation of transportation privileges for the service
23 animal include:

24 A. the student, or handler, is unable to control the service animal's
25 behavior, which poses a threat to the health or safety of others; or

26 B. the service animal urinates or defecates on the bus.

27 The student and his/her parents shall be informed of behaviors that could result in
28 cessation of transportation privileges for the service animal, in writing, prior to the
29 first day of transportation.

30 If it is necessary to suspend transportation privileges for the service animal for any
31 of the above reasons, the decision may be appealed to the Superintendent.

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Although transportation may be suspended for the service animal, it remains the District's responsibility to transport the student. Furthermore, unless the behavior that resulted in the service animal's removal from the bus is also documented during the school day, the service animal may still accompany the student in school.

Service Animals for Employees

In accordance with Policy 1122.01, Policy 3122.01, and Policy 4122.01 Prohibition of Disability Discrimination in Employment, the District shall provide reasonable accommodation for a qualified individual with disabilities. An employee with a disability may request authorization to use a service animal while on duty as such an accommodation. The request will be handled in accordance with the ADA-mandated interactive process.

Service Animals for Parents, Vendors, Visitors, and Others

Individuals with disabilities who are accompanied by their service animals are permitted access to all areas of the District's facilities where members of the public, as participants in services, programs, or activities, as vendors, or as invitees, are permitted to go. Individuals who will access any area of the District's facilities with their service animals should notify the Principal that their service animal will accompany them during their visit.

An individual with a disability who attends a school event will be permitted to be accompanied by his/her service animal in accordance with Policy 9160 Public Attendance at School Events.

Any trainer of a service animal, while engaged in the training of such an animal, has the same right of access to public schools and the same liabilities for damage as is provided for those persons who are accompanied by service animals.

28 C.F.R. 35.104

28 C.F.R. 35.136

F.S. 381.0056, 413.08, 1001.41, 1006.22

Section 504 of the Rehabilitation Act of 1973 (Section 504)

The Americans with Disabilities Act (ADA)

The Individuals with Disabilities Education Act (IDEA)

Adopted 7/28/15

Revised 4/12/16

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**COMMUNITY NOTIFICATION OF REGISTERED
SEXUAL PREDATORS/SEX OFFENDERS**

The School Board is committed to assisting the sheriff and chiefs of police with their statutory requirement for mandatory community notification of sexual predators and optional community notification with regard to sex offenders as required by the Public Safety Information Act, 1997.

Distribution of Information Provided to School

- A. All posters and/or other information provided directly to schools by the sheriff or chief of police will be maintained by the school for review by parents, students, and other members of the public. The principal will maintain an updated binder system of offenders for review by parents, students, and other members of the public. This is the primary means of notification to schools for the purpose of community notification within each law enforcement jurisdiction.
- B. All posters and/or other information provided directly to the Office of Public Safety by the sheriff or chief of police will be distributed to all schools within the District. The principal will also include this information of offenders in the updated binder system of offenders for review by parents, students, and other members of the public. This is a secondary means of notification to schools for the purpose of community notification within each law enforcement jurisdiction and is meant to be supplemental.

Resource Information

The District will provide information to assist parents, students, and other members of the public with phone numbers, web sites, addresses of law enforcement agencies, and other appropriate governmental organizations to provide more detail concerning sex offender/sexual predator identification.

Public Posting of Sex Offender/Sexual Predator Information

- A. An information poster placed in the public area of the school will alert all members of the community that the sheriff and/or chief of police has provided to the school, posters or other information concerning sex offenders, as required by law. The poster will direct members of the public to the updated binder system of offenders, which is maintained in the public area of the school office.

- 1 B. School(s) will not display the actual posters of sex offenders/sexual
2 predators in any area of the school.

3 **Public Meetings**

- 4 School(s) will assist law enforcement jurisdictions with public meetings with regard
5 to community notification by providing space for the meetings when such facilities
6 are requested of the principal. The content and general conduct of the meeting is
7 the responsibility of the local law enforcement jurisdiction.

8 **Direct Public Notification by Schools**

- 9 A. It is the legislated responsibility of the sheriff or chief of police to
10 make direct community notification, with regard to sex offenders
11 and/or sexual predators. In an effort to be consistent with the
12 statute, neither the District office nor the schools will engage in
13 direct public notification.
- 14 B. Schools will continue to use newsletters and other informational
15 sources to alert parents and students with regard to issues of
16 student safety.

| 17 F.S. 775.21, 775.25, 943.0435, 944.606, 1006.695

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CRIMINAL BACKGROUND CHECKS FOR ~~EMPLOYMENT AND~~ CONTRACTOR
ACCESS

The safety of students is of paramount importance to the District. Consistent with this concern for student safety, and in compliance with Florida law, the District requires that all ~~non-instructional~~ contractual personnel who are permitted access on school grounds when students are present, who have direct access to students, or who have access to or control of school funds must meet Level 2 screening requirements as described in State law.

For purposes of this policy a "~~non-instructional~~ contractor" shall mean any vendor, individual, or entity under contract with a school or with the School Board who receives remuneration for services performed for the District or a school, but who is not otherwise considered an employee of the District. The term also includes any employee of a contractor who performs services for the District or school under the contract, as well as any subcontractor and employees of that subcontractor. — This policy applies to both instructional and non-instructional contractors.

All ~~non-instructional~~ contractors shall be informed that they are subject to criminal background checks.

Further, every five (5) years following the initial entry into a contract with the Board or a school in a capacity described above, each person who is so employed as a vendor, individual, or employee of a contractor with the School District must meet Level 2 screening requirements.

Although the information contained in the reports received is confidential, pursuant to State law the District shall share information received as the result of the criminal background check with other school districts upon request from another district.

A ~~noninstructional~~ contractor who has a criminal history records check and meets the screening requirements set forth in State law shall be permitted to have access on school grounds when students are present, to have direct contact with students, ~~or~~ and to have access to or control of school funds as required by the scope of their employment.

Exemptions for Non Instructional Contractors

The following noninstructional contractors shall be exempt from the screening requirements set forth in State law:

- A. Non-instructional contractors who are under the direct supervision of a School District employee are exempt from the screening requirements set forth in State law. Pursuant to State law, "direct

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supervision” means that a School District employee or contractor, who has had a criminal history records check and has met the screening requirements, is physically present with a non-instructional contractor when the non-instructional contractor has access to a student and the access remains in the School District employee’s or the qualified contractor’s line of sight.

However, if a noninstructional contractor who was exempt because s/he is under the direct supervision of a District employee or a contractor who has met the criminal history records check screening requirements is no longer under direct supervision of that employee or contractor who has met the criminal history records check screening requirement, said non-instructional contractor shall not be permitted on school grounds when students are present until (s)he meets the screening requirements set forth in State law or until such direct supervision can be assured.

B. A non-instructional contractor who is required by law to undergo a Level 2 background screening pursuant to F.S. 435.04 for licensure, certification, employment, or other purposes and who submits evidence of meeting the following criteria:

1. The contractor meets the screening standards in F.S. 435.04.
2. The contractor’s license or certificate is active and in good standing, if the contractor is a licensee or certificate holder.
3. The contractor completed the criminal history check within five (5) years prior to seeking access to school grounds when students are present.

C. A law enforcement officer, as defined in F.S. 943.10, who is assigned or dispatched to school grounds by his/her employer.

D. An employee or medical director of an ambulance provider, licensed pursuant to Chapter 401 of State law, who is providing services within the scope of part III of Chapter 401 of State law on behalf of such ambulance provider.

E. Non-instructional contractors who remain at a site where students are not permitted if the site is separated from the remainder of the school grounds by a single chain-link fence of six (6) feet in height.

F. A non-instructional contractor who provides pickup or delivery services and those services involve brief visits on school grounds when students are present.

~~A School~~The District ~~may~~ will not subject a contractor who meets the requirements set forth in State law to an additional criminal history check. Upon submission of

evidence and verification by the School District, the ~~School~~ District ~~will~~ ~~must~~ accept the results of the criminal history check for the contractor.

A non-instructional contractor who is exempt under this policy from the screening requirements set forth in State law is subject to a search of his/her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under F.S. 943.043 and the National Sex Offender Public Registry maintained by the United States Department of Justice. The ~~School~~ District ~~shall~~ ~~will~~ conduct the search required under this subsection without charge or fee to the contractor.

Additional Obligations

A ~~non-instructional~~ contractor who is subject to a criminal history check under this policy shall inform ~~a School~~ ~~the~~ District if s/he has completed a criminal history check in another school district within the last five (5) years. The ~~School~~ District ~~may~~ ~~will~~ not charge the contractor a fee for verifying the results of his/her criminal history check.

If, for any reason, following entry into a contract in a capacity described this policy, the fingerprints of a person who is so employed or under contract with the School District as a non-instructional contractor are not retained by the Department of Law Enforcement under State law, the person must file a complete set of fingerprints with the Superintendent of the employing or contracting school district.

Disqualifying Offenses for Non Instructional Contractors

A non-instructional contractor for whom a criminal history check is required under this policy may not have been convicted of any of the following offenses designated in the Florida statutes, any similar offense in another jurisdiction, or any similar offense committed in this State which has been redesignated from a former provision of the Florida statutes to one (1) of the following:

- A. Any offense listed in F.S. 943.0435(1)(a)1. relating to the registration of an individual as a sexual offender.
- B. Any offense under F.S. 393.135 relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- C. Any offense under F.S. 394.4593 relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- D. Any offense under F.S. 775.30 relating to terrorism.
- E. Any offense under F.S. 782.04 relating to murder.

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- 1 F. Any offense under F.S. 787.01 relating to kidnapping.
- 2 G. Any offense under Chapter 800 of State law relating to lewdness and
3 indecent exposure.
- 4 H. Any offense under F.S. 826.04 relating to incest.
- 5 I. Any offense under F.S. 827.03 relating to child abuse, aggravated
6 child abuse, or neglect of a child.

7 For purposes of this policy, "convicted" means that there has been a determination
8 of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere,
9 regardless of whether adjudication is withheld, and includes an adjudication of
10 delinquency of a juvenile as specified in F.S. 943.0435. Additionally, "conviction of a
11 similar offense" includes, but is not limited to, a conviction by a Federal or military
12 tribunal, including court-martials conducted by the Armed Forces of the United
13 States, and includes a conviction or entry of a plea of guilty or nolo contendere
14 resulting in a sanction in any State of the United States or other jurisdiction.
15 Further, a "sanction" includes, but is not limited to, a fine, probation, community
16 control, parole, conditional release, control release, or incarceration in a State
17 prison, Federal prison, private correctional facility, or local detention facility.

18
19 An instructional contractor may not have been convicted of any of the offenses listed
20 in F.S. 1012.315.
21
22

23 **Duty to Inform**

24 Under penalty of perjury, each person who is under contract in a capacity described
25 in this policy must agree to inform his/her employer or the party with whom s/he is
26 under contract within forty-eight (48) hours if convicted of any disqualifying offense
27 while s/he is under contract in that capacity. A contractor who willfully fails to
28 comply with this subsection commits a felony of the third degree, punishable as
29 provided in F.S. 775.082 or 775.083. If the employer of a non-instructional
30 contractor or the party to whom the non-instructional contractor is under contract
31 knows the non-instructional contractor has been arrested for any of the
32 disqualifying offenses listed above, and authorizes the non-instructional contractor
33 to be present on school grounds when students are present, such employer or such
34 party commits a felony of the third degree, punishable as provided in F.S. 775.082
35 or 775.083.

36 **Failure to Meet Level 2 Requirements**

37 If it is found that a person who is under contract in a capacity described in this
38 policy does not meet the Level 2 requirements, and/or has been convicted of any of
39 the offenses listed above, the person shall be immediately suspended from working
40 in the capacity of a ~~non-instructional~~ contractor and having access to school
41 grounds, and shall remain suspended until final resolution of any appeals and/or
42 the conviction is set aside in any post conviction proceeding.

1 **Sexual Predators**

2 A ~~non-instructional~~ contractor who is identified as a sexual predator or sexual
3 offender in the registry search shall not be permitted on school grounds when
4 students are present. Upon determining that a ~~non-instructional~~ contractor shall
5 not be permitted on school grounds because of his/her status as a sexual predator
6 or sexual offender, the District ~~shall~~ will notify the vendor, individual, or entity
7 under contract within three (3) business days.

8 **Board's Duty to Notify Contractor of Denial of Access**

9 If ~~a School~~ the District has reasonable cause to believe that grounds exist for the
10 denial of a ~~non-instructional~~ contractor's access to school grounds when students
11 are present, it shall notify the contractor in writing, stating the specific record that
12 indicates noncompliance with the standards set forth in this policy. It is the
13 responsibility of the affected ~~non-instructional~~ contractor to contest his/her denial.
14 The only basis for contesting the denial is proof of mistaken identity or that an
15 offense from another jurisdiction is not disqualifying under those offenses listed
16 above.

17 **Identification Badges**

18 State law requires the Department of Education (DOE) to create a uniform,
19 Statewide identification badge to be worn by ~~non-instructional~~ contractors. This
20 badge signifies that a contractor has met the statutory background screening
21 requirements. The District must issue an identification badge to the contractor,
22 which must bear a photograph of the contractor, if the contractor:

- 23 A. is a resident and citizen of the United States or a permanent
24 resident alien of the United States as determined by the United
25 States Citizenship and Immigration Services;
- 26 B. is eighteen (18) years of age or older; and
- 27 C. meets the statutory background screening requirements pursuant to
28 State law and this policy.

29 The uniform, Statewide identification badge will be recognized by the District and
30 must be visible at all times that a ~~non-instructional~~ contractor is on school grounds.
31 The identification badge is valid for a period of five (5) years. A contractor who is
32 arrested for any disqualifying offense is required to inform his/her employer or the
33 party to whom s/he is under contract within forty-eight (48) hours. If a contractor
34 provides such notification, the contractor must, within forty-eight (48) hours, return
35 the identification badge to the school district that issued the badge.

36 State law requires the FLDOE to determine a uniform cost that a school district may
37 charge a contractor for receipt of the identification badge, which must be borne by

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1 the recipient of the badge. These provisions do not apply to non-instructional
2 contractors who are exempt from background screening requirements.

3 **Penalty for Violation**

4 A ~~non-instructional~~ contractor who is present on school grounds in violation of this
5 section commits a felony of the third degree, punishable as provided in F.S. 775.082
6 or 775.083.

7 F.S. 7753.082, 775.083, 1012.32, 1012.465, 1012.467, 1012.468

8 Revised 3/4/14

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1 FOOD SERVICE PROGRAM

2 The School Board shall provide cafeteria facilities in all school facilities where space
3 and facilities permit and will provide food service for the purchase and consumption
4 of lunch for all students. The Board shall annually encumber the funds needed to
5 operate the program.

6 It is the intent of the Board to participate in the National School Lunch and School
7 Breakfast Program and to offer paid, free, or reduced-price meals in accordance with
8 the Child Nutrition Program, the National School Lunch Act, and Florida law. The
9 operation of the food service program shall also be in compliance with the
10 regulations set forth in State law and the Florida Administrative Code.

11
12 The Board does not discriminate on the basis of race, color, national origin, sex
13 (including transgender status, sexual orientation, or gender identity), disability
14 (including HIV, AIDS, or sickle cell trait), pregnancy, age (except as authorized by
15 law), religion, military status, ancestry, or genetic information (collectively,
16 “protected classes”), in its educational programs or activities. Students and all other
17 members of the School District community and third parties are encouraged to
18 promptly report incidents of unlawful discrimination and / or retaliation to a
19 teacher, administrator, supervisor, or other District official so that the board may
20 address the conduct. See Policy 2260 – Nondiscrimination and Access to Equal
21 Educational Opportunity.

22 Students who are eligible for free or reduced-price meals shall be approved and
23 properly accounted for by the Principal in accordance with criteria established by
24 the Child Nutrition Program and National School Lunch Act. The Board requires
25 that the identity of students receiving free or reduced-price meals be safeguarded
26 and kept confidential.

27 Each elementary, middle, and high school shall make a breakfast meal available if a
28 student arrives at school on the bus less than fifteen (15) minutes before the first
29 bell rings and shall allow the student at least fifteen (15) minutes to eat the
30 breakfast.

31 The operation and supervision of the food service program shall be the responsibility
32 of the School Nutrition Program Director. The District will adhere to the professional
33 standards for school nutrition personnel who manage and operate the food service
34 program, including the requirements related to hiring and training that are set forth
35 in USDA regulations and AP 8500B.

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Further, as required by USDA regulations and upon recommendation of the Superintendent, the Board will annually certify:

- A. the School Nutrition Program Director meets the hiring standards and training requirements set forth in USDA regulations; and
- B. each employee in the food service program has completed the applicable training requirements set forth in USDA regulations.

(NOTE: F>S> 595.405 (4) requires the board to conduct two (2) public hearing before adopting or rejecting a policy which makes universal-free school breakfast meals available to all students in each elementary, middle and high school in which eighty percent (80%) or more of the students are eligible for free or reduced-price meals. Following the public hearings, the Board may choose whether or not to include either Option 1 or the second paragraph of Option 2 in the section of this policy.)

Option 1

Breakfast meals shall be available to all students in each elementary, middle, and high school. The Board will do so by participating in the National School Breakfast Program and offering paid, free, and reduced-priced breakfast meals in accordance with USDA Guidelines.

The food service program shall comply with Federal and State regulations pertaining to the selection, preparation, consumption, and disposal of food and beverages, including but not limited to the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards as well as to the fiscal management of the program.

Option 2

~~Breakfast meals shall be available to all students in each elementary, middle, and high school. The Board will do so by participating in the National School Breakfast Program and offering paid, free, and reduced-priced breakfast meals in accordance with USDA Guidelines.~~

~~Further, the Board shall offer breakfast meals free of charge to all students in each elementary, middle, and high school in which eighty percent (80%) or more of the students are eligible for free or reduced price meals.~~

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The Board shall provide a Federal food service program for students during summer intervention programs that are mandated under Federal law. If the Board determines that it is unable to provide a Federal food service program during the summer, for financial reasons, the Board will communicate that decision to its residents in a manner it determines to be appropriate.

The Board shall approve and implement nutrition standards governing the types of food and beverages that may be sold on the premises of its schools and shall specify the time and place each type of food or beverage may be sold.

In adopting such standards, the Board shall:

- A. consider the nutritional value of each food or beverage;
- B. consult with a dietitian licensed under F.S. 468.509, a dietetic technician registered by the commission on dietetic registration, or a school nutrition specialist certified or credentialed by the school nutrition association;
- C. consult and incorporate to the maximum extent possible the dietary guidelines for Americans jointly developed by the United States Department of Agriculture (USDA) and the United States Department of Health and Human Services; and
- D. consult and incorporate the USDA Smart Snacks in School nutrition guidelines.

No food or beverage may be sold on any school premises except in accordance with the standards approved by the Board.

Substitutions to the standard meal requirements shall be made, at no additional charge, for students for whom a health care provider who has prescriptive authority in the State of Florida has provided medical certification that the student has a disability that restricts his/her diet, in accordance with the criteria set forth in 7 C.F.R. Part 15b. To qualify for such substitutions the medical certification must identify:

A. The student's disability and the major life activity affected by the disability;

B. An explanation of why the disability affects the student's diet; and

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C. The food(s) to be omitted from the student's diet and the food or choice of foods that must be substituted (e.g., caloric modifications or use of liquid nutritive formula).

On a case-by-case basis, substitutions to the standard meal requirements may be made, at no additional charge, for students who are not "disabled persons", but have a signed statement from a qualified medical authority that the student cannot consume certain food items due to medical or other special dietary needs. To qualify for such consideration and substitutions the medical statement must identify:

A. the medical or dietary need that restricts the student's diet; and

B. the food(s) to be omitted from the student's diet and the food(s) or choice of foods that may be substituted.

For non-disabled students who need a nutritionally equivalent milk substitute, only a signed request by a parent or guardian is required.

In addition to students, lunches sold by the school may be purchased staff members and community residents in accordance with administrative guidelines established by the Superintendent. Lunches may be made available, free of charge, to senior citizens who are serving as volunteers to the District.

During all times while the food service program is operating and students are being served food, at least one (1) employee shall be present in the area in which the food is being consumed who has received instruction in methods to prevent choking and demonstrated an ability to perform the Heimlich maneuver.

In addition, as required by law, a food safety program that is based on the principles of the Hazard Analysis and Critical Control Point (HACCP) system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service program staff and other authorized persons.

In accordance with Federal law, the Superintendent shall take such actions as are necessary to obtain a minimum of two (2) food safety inspections per school year, which are conducted by the State or local governmental agency responsible for food safety inspections. The report of the most recent inspection will be posted in a publicly visible location, and a copy of the report will be available upon request.

(Please note: Schools participating in more than one (1) child nutrition program are only required to obtain two (2) food safety inspections per school year if the nutrition programs use the same facilities for the preparation and service of the meals. Also

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the requirements of two (2) inspections do not apply to the schools that only offer the Special Milk Program.)

A periodic review of the food-service accounts shall also be made by the Auditor General. Any surplus funds from the National School Lunch Program shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a-la-carte foods may accrue to the food-service program.

Bad debt incurred through the inability to collect lunch payment from students is not an allowable cost chargeable to any Federal program. Any related collection cost, including legal cost, arising from such bad debt after they have been determined to be uncollectable are also unallowable.

With regard to the operation of the school food service program, the Superintendent shall require:

A. the maintenance of sanitary, neat premises free from fire and health hazards;

B. the preparation of food that complies with Federal food safety regulations;

C. the planning and execution of menus in compliance with USDA requirements;

D. the purchase of food and supplies in accordance with State and Federal law, USDA regulations, and Board policy; (see Policy 1129, Policy 1214, Policy 3129, Policy 3214, Policy 4129, Policy 4214, and Policy 6460)

E. complying with food holds and recalls in accordance with USDA regulations;

F. the administration, accounting and disposition of food-service funds pursuant to Federal and State law and USDA regulations;

G. the safekeeping and storage of food and food equipment pursuant to State and Federal law and USDA regulations;

H. the regular maintenance and replacement of equipment.

I. all district employees whose salaries are paid for with USDA funds or non-Federal funds used to meet a match or cost share

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1 requirement must comply with the District's time and effort record-
2 keeping policy (see Policy (6116)).

3 The Superintendent will require that the food service program serve foods in the
4 schools of the District that reinforce the nutrition concepts taught in the
5 classrooms.

6 ~~No foods or beverages, other than those associated with the District's food service~~
7 ~~program, are to be sold during food service hours.~~ The District shall serve only
8 nutritious food in accordance with the nutritional standards adopted by the Board
9 in compliance with the current USDA Dietary Guidelines for Americans and the
10 USDA Smart Snacks in School nutrition guidelines. Foods and beverages in
11 competition with the District's food-service program must comply with the current
12 USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School
13 nutrition guidelines, and may only be sold in accordance with Board Policy 8550.

14 The Superintendent is responsible for implementing the food service program in
15 accordance with the adopted nutrition standards and shall provide a report
16 regarding the District's compliance with the standards at one of its regular meetings
17 annually.

18 See also AP 8500A.

19 F.S. 595.405, 1001.41, 1001.42, 1001.51, 1006.06, 1013.12
20 F.A.C. 5P-1002, 5P-1.003, 5P-1.004, F.A.C. 5P-1005 42 U.S.C. 1758
21 Health, Hunger-Free Kids Act of 2010 and Richard B. Russell National School Lunch
22 Act, 42 U.S.C. 1751 et seq. Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.
23 7 C.F.R. Parts 15b, 210, 215, 220, 225, 226, 227, 235, 240, 245, 3015
24 80 F.R. 11077
25 OMB Circular No. A-87 USDA Smart Snacks in School Food Guidelines (effective
26 July 1, 2014)
27 SP 32-2015 Statements Supporting Accommodations for Children with Disabilities
28 in the Child Nutrition Programs

29 Revised 3/24/15
30 Revised 4/12/16

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VENDING MACHINES

The School Board recognizes that vending machines can produce revenues which are useful to augment programs and services to students and staff. It will, therefore, authorize their use in District facilities providing that the following conditions are satisfied.

A. No products are vended which would conflict with or contradict information or procedures contained in the District's educational programs on health and nutrition.

B. No food or beverages are to be sold or distributed which will compete with the District's food-service program. Food and Beverages sold in vending machines must meet USDA National School Nutrition Standards.

In accordance with the nutritional standards adopted by the Board, the placement of vending machines in any classroom where students are provided instruction, unless the classroom is also used to serve meals to students, is prohibited.

~~In accordance with the nutritional standards adopted by the Board, the placement of vending machines in any classroom where students are provided instruction, unless the classroom is also used to serve meals to students, is prohibited.~~

F.S. 1001.43
42 U.S.C. 1779

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1 TRANSPORTATION

2 It is the policy of the School Board to provide transportation for those students
3 whose distance from their school makes this service necessary within the limitations
4 established by State law and the regulations of the State of Florida. Such laws and
5 rules shall govern any question not covered by this policy.

6 Provisions for reciprocal agreements with contiguous school districts for school bus
7 transportation services, inspections, and screening requirements shall be in
8 accordance with Florida statute.

9 School buses shall be purchased, housed, and maintained by the District for the
10 transportation of resident students between their home areas and the schools of the
11 District to which they are assigned.

12 Students living two (2) miles or more from their designated school will be eligible for
13 District bus transportation. Students who attend school out of their designated
14 school zone will not be eligible for District transportation. Students shall board the
15 bus at the nearest designated stop and will not enter or leave the bus at any other
16 designated stop, except upon approval of the Principal.

17 Students living within two (2) miles of school may be provided District bus
18 transportation under the following conditions:

19 A. Permanently disabled students, whose Individual Education Plan
20 requires special transportation.

21 B. Temporarily disabled students upon request and verification of
22 disability and length of time of disability.

23 C. ~~Elementary students in kindergarten through sixth grade who must walk through an area that meets the State criteria for hazardous walking conditions or area designated by the Board.~~ Students whose walking routes to school meet the State criteria for hazardous walking conditions.

F.S. 1006.23 requires the Board and other governmental entities work cooperatively to identify conditions that are hazardous along student walking routes to school and requires such condition shall be inspected by a representative of the School District and a

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representative of the State or local governmental entity that has jurisdiction over the perceived hazardous location. If it is determined that the condition meets the criteria established in State law for hazardous walking conditions, the Board shall provide transportation to students who would be subjected to such conditions. State law further requires State or local governmental entities having jurisdiction to correct such hazardous conditions within a reasonable period of time. The Board and Superintendent shall follow State law with respect to correcting hazardous walking conditions.

The following additional personnel shall be eligible to ride District buses: (1) school bus driver trainee; (2) substitute drivers for training purposes or when assigned to duty; (3) teachers and School District employees while supervising school sponsored activities or school connected activities; (4) chaperones authorized by the principal and listed on the transportation request; and (5) District employees, volunteers and other individuals engaged in school approved programs and approved by the Superintendent.

Students eligible for transportation who are beyond the accessibility of school bus transportation shall be provided isolated transportation by payment to the parent of an amount established by the Board. Payment of the amount established will be based upon the date of the application or the date the service began whichever occurred first during the current attendance reporting period.

Parents of students who become or are determined to be non-eligible for school bus transportation shall be notified in writing. The student will be allowed to ride the bus for a minimum of three (3) additional days depending on the circumstances of the non-eligibility. If the student was riding the school bus illegally, removal from the bus will be immediate.

Bus routes shall be established so that an authorized bus stop is available within reasonable walking distance of the home of every resident student entitled to transportation services. The Board shall approve the bus routes annually. The Superintendent is authorized to make any necessary changes in the approved route.

The Board authorizes the installation and use of video recording devices in the school buses to assist the Department of Transportation in providing for the safety and well being of the students while on a bus.

~~Hazardous walking conditions will be identified and corrected in accordance with F.S. 1006.32. The Board will work cooperatively with local governmental entities to identify such conditions and provide transportation to students subjected to such~~

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~~conditions. Such transportation shall be provided until correction of the hazardous walking condition or upon the projected completion date, whichever occurs first.~~

A student who is eligible to be transported is entitled to the privilege of transportation only so long as s/he abides by the rules of safety and personal behavior which are necessary for the operation of the school bus and the transportation service as prescribed in these regulations. A student who is entitled to transportation shall be assigned to a specific bus and shall not ride any other bus except under the conditions of an emergency as provided in Board policy.

Any student who abuses his/her privilege of riding a school bus through misconduct may be suspended from the bus by the school principal, as provided in F.S. 1006.10. The student may be denied school bus transportation by action of the School District. Suspension from bus privileges will not necessarily deny a student the right to attend school. Where a student is suspended or dismissed from transportation privileges and permitted to remain in school, the parent or guardian must provide transportation.

Duties and Responsibilities of the Director of Transportation

A. Counsel with school bus operators regarding safety and efficiency of service to schools and to make recommendations to them for improvement in service.

B. Recommend to the Superintendent the initial or continued employment of bus operators, and other transportation personnel.

C. Instruct school bus operators in procedures to be followed in conducting school bus emergency evacuation drills and confer with each Principal regarding scheduling, conducting, and documenting school bus evacuation drills. These procedures shall include a requirement that all operators of school buses transporting students, teachers, or chaperones on field and activity trips instruct all passengers in the locations and proper use of school bus emergency exits prior to each such trip.

D. Counsel with bus operators regarding operator responsibility and authority, as well as job performance.

The Director of Transportation shall consider the knowledge, skills, and abilities related to student management techniques, as well as the characteristics of students with disabilities, when selecting or assigning operators and attendants for routes serving ESE students.

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Duties and Responsibilities of the Principal

- A. Assume responsibility under the direction of the Superintendent for all student disciplinary cases that arise in connection with transportation in accordance with Florida statutes, Florida State Board Rule, and the Student Code of Conduct.
- B. Instruct students as a part of their safety program on the rules pertaining to student transportation, walking to and from school, bicycle, and other vehicle operations.
- C. Develop at the school a parking policy for the safety of students, visitors, and staff while operating or parking personal vehicles on campus.
- D. Conduct, at a minimum, during the first six (6) weeks of each semester, school bus evacuation drills, and maintain documentation for these drills.
- E. Develop a plan for the supervision of transported students who arrive early or remain late.
- F. Designate places for students to get on and off school buses at the school site, and provide supervision of the loading/unloading zone.
- G. Provide instruction for all transported students in safe practices on and off the bus during the first six (6) weeks of the first semester of the school year.
- H. Request authority in writing for transportation of students on field trips and activity trips, or other special trips, and to plan such trips in accordance with policies approved by the Board.

Duties and Responsibilities of the Bus Operator

- A. Pass all required physical examinations and meet such requirements as may be prescribed by State law, State Board rules, or Board policy.
- B. Be clean and neat in appearance, and to refrain from wearing shoes that are not securely held on the foot.

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- 1 C. Refrain from use of tobacco while operating the bus, as well as the
2 use of profane language in the presence of the students. Operators
3 shall not use or be under the influence of alcohol, illicit drugs, or
4 any substance that may impair the operator's alertness or
5 performance while on duty. Operators shall not carry firearms while
6 on school board property.
- 7 D. Prescribe, in cooperation with the Principal, the seating
8 arrangements of students.
- 9 E. Report needed changes in school bus transportation to the Director
10 of Transportation including, but not limited to, bus loads, bus
11 deficiencies, road hazards, routes, and schedules.
- 12 F. Study and observe all laws, rules of the State Board, and policies of
13 the Board relating to transportation.
- 14 G. Attend and participate in conferences and training classes for school
15 bus operators, and be prepared at any time to pass successfully a
16 reasonable examination concerning traffic laws, State and local
17 transportation rules, and driving skills.
- 18 H. Require that transported students observe all rules prescribed by
19 law, State Board rule, and the policies of the Board.
- 20 I. Maintain order and discipline, under the direction of the Principal,
21 on the part of every passenger.
- 22 J. Permit students to leave the bus only at their assigned stop, except
23 upon written authorization of the Principal.
- 24 K. Observe all procedures incorporated in the Florida Department of
25 Education Basic School Bus Operator's Curriculum.
- 26 L. Instruct transported students in safe riding practices.
- 27 M. Require all passengers to remain seated and to keep aisles and exits
28 clear.
- 29 N. Participate in emergency evacuation drills at least once each school
30 semester under the direction of the Principal.
- 31 O. Use the bus, if it is publicly owned, only to transport students to
32 and from school, except upon specific direction of the

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- 1 Superintendent or the Principal upon written authorization by the
2 Superintendent.
- 3 P. Prepare immediately after every accident involving the bus or a
4 school bus passenger an accident report to be filed with the Director
5 of Transportation.
- 6 Q. Ascertain and ensure that all persons are off the bus before filling
7 fuel tank.
- 8 R. Drive always at a safe speed and never in excess of the legally posted
9 speed limit in business or residential districts, or fifty-five (55) miles
10 per hour outside business or residential districts.
- 11 S. Cooperate with duly authorized school officials, mechanics and
12 other personnel in the mechanical maintenance and repair of the
13 bus, and in overcoming hazards that threaten the safety or efficiency
14 of service.
- 15 T. Inspect the bus prior to the beginning of the first trip each morning
16 and the first trip each afternoon, and report any defect affecting
17 safety or economy of operation immediately to authorized service
18 personnel. The inspection shall include all items identified in the
19 procedures related to the mandatory daily inspection in the Basic
20 School Bus Operator Curriculum.
- 21 U. Keep the bus clean and neat at all times and not affix any stickers
22 or other unauthorized items to the interior or exterior of buses.
- 23 V. Prepare reports, keep all records required, and otherwise assist
24 school officials in mapping bus routes, planning schedules and in
25 obtaining information for a continuous study of all phases of
26 transportation service.
- 27 W. Wear a seat belt at all times when the bus is in operation.
- 28 X. Use roof-mounted white flashing strobe lights, if the bus is so
29 equipped, whenever headlights are required to be used due to
30 reduced visibility conditions pursuant to F.S. 316.217(1)(b), except
31 that insufficient light due only to the time of day or night shall not
32 require use of the strobe light.

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- 1 Y. Report the following immediately to the Director of Transportation,
2 Principal, or other designated officials:
 - 3 1. misconduct on the part of any student while on the bus or
4 under the operator's immediate supervision;
 - 5 2. complaints requiring attention of school authorities;
 - 6 3. any hazards arising that would offer either an actual or a
7 potential threat to the safety of students in the operator's
8 care;
 - 9 4. causes for failure to maintain school bus time schedule; and
 - 10 5. overloaded conditions on the bus that exceed the rated
11 capacity of the bus.
- 12 Z. Perform a complete interior inspection of each bus after each run
13 and trip to ensure no students are left on board.
- 14 AA. Maintain as far as practicable by patient and considerate treatment
15 of parents a feeling of security in the safety of students transported.
- 16 The Superintendent shall require that bus operators, and attendants if used, are
17 instructed as to their responsibilities for students who are transported at public
18 expense as follows:
 - 19 A. The operator or attendant of a bus transporting students shall
20 remain with the bus so that students aboard will be under
21 supervision at all times, except to call for assistance in case of an
22 emergency or accident involving the students or bus.
 - 23 B. In cases where a student with physical disabilities is unable to leave
24 the area of a student stop without assistance, the school bus
25 operator shall not assume responsibility for such assistance except
26 in an emergency that threatens the safety of such student or
27 students.
 - 28 C. The operator and attendant (if used) shall be provided training
29 related to students; however, the operator and attendant (if used)
30 shall not give medicine and shall limit his/her assistance to that
31 which may normally be expected of a reasonable, prudent person or
32 as specified in the student's Individual Educational Plan.

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1 The Superintendent shall also require that bus operators and attendants are
2 provided instructions, in writing, as to any special conditions or non-medical care
3 which a student may need while on the bus.

4 Parents, guardians, and students shall be informed at least annually in writing of
5 their responsibilities for the following:

6 A. to provide for the safe travel of their students during the portions of
7 each trip to and from school and home when the students are not
8 under the custody and control of the District, including during each
9 trip to and from home and the assigned bus stop when the District
10 provides bus transportation;

11 B. to require that students ride only on their assigned school buses
12 and get off only at assigned bus stops, except when the District has
13 approved, upon the request of the parent or guardian, alternative
14 buses or arrangements;

15 C. to provide that students are aware of and follow the District's
16 adopted Code of Student Conduct while the students are at school
17 bus stops and provide necessary supervision during times when the
18 bus is not present; and

19 D. to provide that, when the physical disability of the student renders
20 the student unable to get on and off the bus without assistance, the
21 parent or guardian provides the necessary assistance to help the
22 student get on and off at the bus stop, as required by District policy
23 or the student's individual educational plan.

Charter Schools

25 A. Transportation of charter school students shall be provided by the
26 charter school consistent with the requirements of F.S. 1002.33.

27 B. The governing body of the charter school may provide transportation
28 through an agreement or contract with the School District, a private
29 provider, or parents.

30 C. The charter school and the sponsor shall cooperate in making
31 arrangements that ensure transportation is not a barrier to equal
32 access for all students residing within a reasonable distance of the
33 charter school, as determined in its charter.

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D. If a charter school contracts to use transportation resources, all attempts shall be made to transport students on existing routes on availability.

E. Charter schools utilizing District buses for any transportation will adhere to all Board policies.

F. Upon contract renewal, when transportation is provided, group stops will be made available. Parents will be responsible for transporting their students to the nearest group stop or to the designated school. Grouping of stops for a route serving charter schools may be reviewed periodically to allow for changes.

Magnet Schools

A. Transportation may be provided when deemed appropriate, and at the discretion of the School District with due consideration given to unique programmatic requirements and available District resources. When transportation is provided, group stops will be made available. Parents will be responsible to transport their students to the nearest group stop or to the designated school. Grouping of stops for a route serving magnet schools may be reviewed periodically to allow for changes should populations shift to such a degree that existing stops are not appropriately utilized.

B. F.S. 1006.23 does not apply to magnet schools, and there is no right to transportation at the expense of the School District unless the student has been assigned to the magnet school by the District.

Public Reporting of Improper Driving or Operation by a Bus Driver

Pursuant to State law, the Board hereby establishes (772) 978-8816 as a telephone hotline for motorists or others who observe improper driving or operation by a school bus driver to report such violations to the Board for investigation and corrective or disciplinary action.

F.S. 316.183(3), 316.217(1)(b), 1006.21, 1006.22, 1006.23, 1011.68, 1012.45
F.A.C. Chapter 6A-3

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1 Revised 4/12/16

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Approval to Establish Medical Insurance Premiums for Post 65 Retirees. The School District of Indian River County maintains a self-insurance fund for employee and retiree medical care. The attached premiums are recommended for Post 65 Retirees beginning January 1, 2017. As the School Board is aware, over the last few years the premiums charged to employees and retirees have not been sufficient to cover the cost of claims, resulting in a significant deficit within the self-insurance. The FY closing balance for the fund was -\$3,821,130 that confirms the early spring projections for the fund's performance (-\$3.9 million). Based on standard actuarial methods, the premiums must increase 32%. Staff has received approval from the State Insurance Commissioner for a multi-year repayment of the insurance fund deficit and reserve requirements under FS 112.08 through transfers from the general fund. These repayments are being borne by the District and are not being passed on to employees or retirees. The Post 65 Retirees shall pay the total premium. Superintendent recommends approval.

Plan 0117	Retiree Responsibility
Retiree Only	\$570.00
Retiree + Spouse	\$1069.00
Retiree + Children	\$1069.00

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**AGREEMENT
BETWEEN
DIXIE OAK MANOR**

And

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

Article I- General

Section I- Parties Involved- The following is an agreement between the School Board of Indian River County, 6500 57th Street, Vero Beach, Florida 32967 and Dixie Oak Manor, 6410 Old Dixie Highway, Vero Beach, Florida, 32967.

Section II-Description- A cooperative effort by the School Board of Indian River County, Florida and Dixie Oak Manor, to provide Nursing Assistant and Practical Nurse students supervised clinical experiences in order to prepare students to complete their programs.

Article II- Organization and Operation of Agreement

It is hereby agreed by and between the parties as follows:

Section I- Terms of Agreement

Terms of this Agreement shall commence November 23, 2016 or on the last date approved by either party, whichever is later and end June 30, 2018 unless terminated as hereinafter provided. Either party may submit in writing to the other party, at the addresses above, a request to terminate the agreement at least 30 days before the effective date of termination. Upon a request for termination by Dixie Oak Manor, at the request of the School Board of Indian River County, currently participating students will be allowed to complete their clinical experience.

Either party may suggest revisions to this agreement at any time in writing. However, no such revision shall be enforceable unless approved by both parties in writing.

Section II- Obligation of Dixie Oak Manor

- A. To provide adequate facilities and equipment for necessary conference space and clinical experiences as deemed appropriate for the Nursing Assistant and Practical Nurse programs.
- B. To permit students officially enrolled in the Nursing Assistant and Practical Nurse programs to enter at prearranged times for supervised clinical experiences.
- C. To permit school representatives to visit for the purpose of supervising and evaluating the Nursing Assistant and Practical Nursing Programs.

- D. To explore with the School District of Indian River County, Florida staff the appropriate solution to any problem that might arise in the implementation of these programs.

Section III- Obligation of the School District of Indian River County, Florida

- A. To ensure the Nursing Assistant and Practical Nurse Programs retain qualified instructors who are registered nurses.
- B. To assume full responsibility at all times for the educational program with the assistance of personnel as needed.
- C. To ensure that the classroom instructor is also the person who is responsible for and coordinates the supervised clinical experiences.
- D. To ensure clinical instructors contact the facility prior to student assignment to obtain information on any changes in facility policies and procedures relevant to the educational program.
- E. To withdraw any student from the program whose progress or practices, does not justify his/her continuation in the program.
- F. To require that all students be covered by a liability insurance policy prior to any clinical assignments and to keep a copy of such policy on file.
- G. To require all students and staff to adhere to the Privacy and Security Standards of the Health Insurance Portability and Accountability Act (45 C.R.R. Parts 160 and 164) (HIPAA). All students and staff will be required to sign a student confidentiality statement before patient contact.

Section IV- Obligation of Student

- A. The students must sign a confidentiality statement prior to patient contact.
- B. The students will abide by all policies and procedures of Dixie Oak Manor and the School Board of Indian River County.
- C. The students will wear attire and identification as required by the School Board of Indian River County.
- D. The students will assume complete responsibility for personal illness, injury (including exposure to bodily fluids) occurring during clinical hours.

Article III- Program

Section I- Instructor-student ratio will not exceed 1:15 in the clinical area.

Article IV-Assurance

Federal law prohibits discrimination in any educational program or activity. No student shall, on the basis of race, color, national origin, sex or handicap, be excluded from participation in, be denied benefits of, or be subject of discrimination in the Nursing Assistant Program.

Article V-Indemnification & Insurance Agreement

Dixie Oak Manor agrees to indemnify and hold harmless the School Board of Indian River County, and its officers, directors, agents, employees and students, for and on account of any and all claims, liabilities, causes of action, damages, suits, judgments and expenses including without limitation, reasonable attorneys' fees arising out of or related to or in any way connected with the negligent, reckless or intentional acts or omissions of Dixie Oak Manor, its faculty, employees and/or officers while in the conduct of the program.

Dixie Oak Manor and School District of Indian River, Florida shall provide each other with proof of General Liability Insurance:

School District of Indian River, Florida: Each Occurrence \$1,000,000; General Aggregate \$3,000,000.

Dixie Oak Manor: Each Occurrence \$1,000,000; General Aggregate \$1,000,000.

Dixie Oak Manor and School District of Indian River, Florida further agree to secure insurance coverage for its own buildings and contents.

Dixie Oak Manor and the School District of Indian River, Florida agree to provide adequate Worker's Compensation insurance coverage as required by Chapter 440.F.S.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be duly executed by their proper offices.

The School Board of Indian River County, Florida

By: _____
Chairman Date

Print Name: _____

Attest:

By: _____
Mark Rendell, Ed. D., Superintendent Date

Dixie Oak Manor, 6410 Old Dixie Highway, Vero Beach, Florida, 32967.

By: _____
Renee Filewich, Administrator Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9-27-16

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Underwood Agency, Inc. dba Compass Pointe Insurance PO Box 6721 Vero Beach, FL 32961	CONTACT NAME: Beth Underwood Baldwin PHONE (A/C, No, Ext): 772-778-0909 E-MAIL ADDRESS: bunderwood@compasspointeinsurance.com FAX (A/C, No): 772-778-0300
INSURED Dixie Oak Manor, LLC, Manor Leasing Inc DBA 6410 Old Dixie Highway Vero Beach FL 32067	INSURER(S) AFFORDING COVERAGE INSURER A: ProAssurance Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		FLA06102016	6.10.16	6.10.17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ALF Licensed for 29 Beds / State of Florida / Professional and General Liability

Certificate holder is an additional insured as it pertains to commercial general liability

CERTIFICATE HOLDER

CANCELLATION

School Board of Indian River County
6500 57th St.
Vero Beach, FL 32967

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Elizabeth Underwood Baldwin

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