School Board of Clay County

Teacher Inservice Center, 2233 Village Square Parkway, Fleming Island, FL

June 3, 2021 - Regular School Board Meeting

Date: Jun 03 2021 (6:00 p.m.)

Student Showcase

Invocation (Rev. Jake Young, St. Giles Presbyterian Church)

Pledge of Allegiance

Call to Order

Recognitions and Awards

1. Recognize Students with Perfect Attendance, K-6, K-8, and K-12

2. Recognize Social Studies Teachers of the Year

3. Recognition of First Coast Wellness Platinum Award for Clay County District Schools

Presenters

4. Clay Education Foundation Update

School Showcase

Presentations from the Audience (Public Comment)

Consent Agenda

Superintendent

5. C1 - Minutes of Workshop on April 27, 2021 and Regular Meeting on May 6. 2021

2021 April 27 Workshop.pdf

2021 May 6 Regular Mtg.pdf

School Board Member

6. C2 - Payment of Annual Membership Dues for 2021-2022 to Florida School Boards Association

FSBA Renewal Invoice 2021-22.pdf

Information Technology Services

7. C3 - SentinelOne Antivirus

210105 Carahsoft Tech_SentinalOne.pdf

DRAFT

Human Resources

8. C4 - Personnel Consent Agenda

- Personnel Consent Agenda 6.3.2021.pdf

Instruction-Academic Services

9. C5 - K-12 Academic Services Out of State and Overnight Student Travel

- June 2021 - Student Travel.pdf

10. C6 - Approval to Advertise and Notice of Public Hearing to Approve Modifications to the 2020-2021 Student Progression Plan

- Approval to Adv_PH_Student Progression Plan.pdf
- Student Progression Plan 2021 - 2022 Redlined DRAFT.pdf
- Student Progression Plan 2021 - 2022 Un-Redlined DRAFT.pdf
- Rationale for 21-22 SPP Changes.pdf

11. C7 - Approval for new 3-year Florida Virtual School Curriculum Contract for K-12

- 210098 FL Virtual School (1).pdf

12. C8 - Approval for the Purchase of Lexia's Core5® Reading and Lexia® PowerUp Literacy® for Intensive Reading.

- Approved_Ready for Board 210104 Lexia Learning Systems.pdf

Instruction-Exceptional Student Education

13. C9 - Advanced Medical Personnel Services 20-21

- 210110 Advanced Medical Psnl.pdf

Instruction-Professional Development

14. C10 - Western Governors University Student Teaching Agreement

- 210116 Western Governors Univ.pdf

Instruction-Climate and Culture

15. C11 - Advertisement and Notice of Public Hearing 2021-2022 Student & Family Handbook and Code of Student Conduct

- Approval to Adv_PH_Code of Student Conduct.pdf
- Draft 2021-2022 Family Handbook and Code of Student Conduct.pdf
- Summary of Revisions to Code of Conduct.pdf

Business Affairs

16. C12 - Proposed Allocation Changes for 2021-2022

- Allocation Summary 2021-2022 - June 3, 2021 (1).pdf

Business Affairs-Accounting

17. C13 - Monthly Financial Reports for April, 2021

- April Monthly Board Financial Report.pdf

DRAFT

April Monthly Board Property Report.pdf

18. C14 - Budget Amendment for Month Ending April 30, 2021

Budget Amendment April 2021.pdf

Business Affairs-Property

19. C15 - Deletion of Certain Items Report - May, 2021

Deletion Report-May, 2021.pdf

Business Affairs-Purchasing

20. C16 - BID Renewal

Operations-Facilities

21. C17 - Pre-Qualification of Contractors

Table for Board Backup Contractor Prequal, 6.3.21.pdf

22. C18 - Change Order #2 for Tynes Elementary School New Classroom Addition

CO 2 TES Classroom Addition.pdf

23. C19 - Substantial and Final Completion of Ridgeview Elementary School Parking Lot Lighting Repair/Replacement

RVE Substantial & Final Completion.pdf

24. C20 - Substantial and Final Completion of Oakleaf Junior High School Security Lighting Repair/Replacement

OLH Substantial & Final Completion.pdf

Adoption of Consent Agenda

CCEA Update

CESPA Update

Superintendent's Update and Presentations

Discussion Agenda

Superintendent

25. D1 - Approval to Advertise and Notice of Public Hearing to Approve the 2021-2022 Clay County District Schools Phase II: Smart Restart School Reopening Plan

Approval to Advertise PH Reopening Plan.pdf

2021-2022 Phase II_CCDS School Reopening Plan.pdf

Human Resources

26. D2 - Human Resources Special Action A

School Board Attorney Remarks

School Board Member Remarks

Adjournment

DRAFT

June 3, 2021 - Regular School Board Meeting

Title

Recognize Students with Perfect Attendance, K-6, K-8, and K-12

Description

The School Board will recognize students with perfect attendance K-6, K-8, and K-12. This will be for students who have been present in school, with no absences or tardies, for 7 years, 9 years, or 13 years. These students are deserving of this recognition as they transition from elementary to junior high, junior high to high school, and as they graduate.

Kindergarten - 6th Grade (7 years)

- Cadence Bandor (Coppergate Elementary)
- Landon Self (Charles E. Bennett Elementary)

Kindergarten - 8th Grade (9 years)

- None

Kindergarten - 12th Grade (13 years)

- None

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

N/A

Recommendation

Recognition Only

Contact

David S. Broskie, Superintendent of Schools; david.broskie@myoneclay.net;

Financial Impact

None

Review Comments

Attachments

DRAFT

June 3, 2021 - Regular School Board Meeting

Title

Recognize Social Studies Teachers of the Year

Description

These awards, sponsored by the Florida Council for the Social Studies, recognize teachers who facilitate and inspire student learning and creativity in grades K-12. This year, over 75 Clay County teachers were nominated by colleagues, administrators, students, and parents.

Laura Dodson (POE), Clay County's nominee for FCSS's Outstanding Social Studies Teacher of the Year in the Elementary Division

Karen Miller (OLJ), Clay County's nominee for FCSS's Outstanding Social Studies Teacher of the Year in the Middle School Division

Kate Smith (CVA & FIH), Clay County's nominee for FCSS's Outstanding Social Studies Teacher of the Year in the Senior High Division

Lorraine Evatt (WES), Clay County's nominee for Prentice-Hall's Excellence in Teaching History Award

Joshua Hailey (LAJ), Clay County's nominee for Holt-McDougal's Warren Tracy Beginning Teacher (3 years or less) Award

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

N/A

Recommendation

Recognition Only

Contact

Roger Dailey, 336-6904, roger.dailey@myoneclay.net.

Kelly Watt,904-336-6970, kelly.watt@myoneclay.net

Financial Impact

N/A

Review Comments

Attachments

DRAFT

June 3, 2021 - Regular School Board Meeting

Title

Recognition of First Coast Wellness Platinum Award for Clay County District Schools

Description

Clay County District Schools achieved the highest recognition for the third year in a row from the First Coast Worksite Wellness Council, the Platinum Wellness Award. Platinum Award winners have best-in-class wellness programs and have truly created a culture of health and well-being throughout their organization. These customers have full leadership support and invest in necessary resources to strategically design, implement, and measure programs that show demonstrated improvement in the health and well-being of their employees.

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Recognition only

Contact

Bonnie O'Nora, Board Assistant, bonnie.onora@myoneclay.net

Financial Impact

None

Review Comments

Attachments

DRAFT

June 3, 2021 - Regular School Board Meeting

Title
Clay Education Foundation Update

Description
Makayla Buchanan will provide a brief update of the work of the Clay Education Foundation.

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation
Presentation only.

Contact
Bonnie O'Nora, Board Assistant, bonnie.onora@myoneclay.net

Financial Impact

Review Comments

Attachments

DRAFT

June 3, 2021 - Regular School Board Meeting

Title

C1 - Minutes of Workshop on April 27, 2021 and Regular Meeting on May 6. 2021

Description

Florida Statute 1001.42(1) requires the superintendent, as secretary, to keep such minutes and records as are necessary to set forth clearly all actions and proceedings of the school board. The minutes of each meeting shall be reviewed, corrected if necessary, and approved at the next regular meeting; provided that this action may be taken at an intervening special meeting if the board desires.

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Approve minutes as submitted.

Contact

David S. Broskie, Superintendent of Schools, david.broskie@myoneclay.net; Bonnie O'Nora, Board Assistant

Financial Impact

None

Review Comments

Attachments

- 2021 April 27 Workshop.pdf
- 2021 May 6 Regular Mtg.pdf

DRAFT

AgendaPlus®

School Board of Clay County

District Multi-Purpose Center, Corner of Walnut St. and Gratio Pl., Green Cove Springs, FL

April 27, 2021 - School Board Workshop

Date: Apr 27 2021 (9:00 a.m.)

Invocation (Mary Bolla)

Call to Order (Present: Janice Kerekes, District 1; Beth Clark, District 2; Tina Bullock, District 3; Mary Bolla, District 4; Ashley Gilhousen, District 5; and Superintendent David Broskie)

Workshop Items

1. Review Draft Agenda for Regular School Board Meeting on May 6, 2021

May-6-2021-regular-school-board-meeting_agenda_packet.pdf

Minutes:

Recognitions and Awards:

- Recognition of State Championship Athletes - no discussion;
- Recognition of First Place Overall Winners from Math Field Day - no discussion;

Consent Agenda:

- C1 Minutes of Workshop on March 8, 2021; Special meeting on March 11, 2021, Workshop on March 23, 2021; Student Hearings and Regular Meeting on April 1, 2021 - no discussion;
- C2 Revision to Start Date for Student Calendar 2022-2023 per Florida Statute 1001.42 - no discussion;
- C3 School Board Member Out-of-County Travel Expenses Estimated to Attend FSBA/FADSS Annual Summer Conference - no discussion;
- C4 Personnel Consent Agenda - Mrs. Kerekes requested clarification of an employee listed in multiple sections of the personnel consent agenda attachment;
- C5 K-12 Academic Services Out of State and Overnight Student Travel - no discussion;
- C6 2021-22 Professional Learning Catalog (Master In-Service Plan) - no discussion;
- C7 Proposed Allocation Changes for 2020-2021 - no discussion;
- C8 Proposed Allocation Changes for 2021-2022 - no discussion;
- C9 Clay County District School Board Operational, Financial and Single Audit for the 2019-2020 Fiscal Year - no discussion;
- C10 Charter School Audits for the 2019-2020 Fiscal Year - no discussion;
- C11 Clay Education Foundation Audit for the 2019-2020 Fiscal Year - no discussion;
- C12 Monthly Financial Reports for March, 2021 - no discussion;
- C13 Budget Amendment for Month Ending March 31, 2021 - no discussion;
- C14 Deletion of Certain Items Report - April, 2021 - routine surplus of items;
- C15 BID Renewal - Mrs. Kerekes suggested exploring the option of bringing this service back in-house due to complaints received re substandard/inadequate service; Mr. Broskie discussed the difficulty of retaining custodians and currently unfilled positions; Mr. Fossa advised this company has been flexible in their availability and responded to issues brought forward in the past, suggesting parameters and expectations be clearly established and communicated to the vendor and affected departments be surveyed for any issues needing to be addressed;

DRAFT

- C16 BID to be Awarded - no discussion;
- C17 Change Order #1 for Ridgeview Elementary School Parking Lot Lighting Replacement - no discussion;
- C18 Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for S. Bryan Jennings Elementary School Roof Repair/Replacement (Buildings 1, 2, &3) - no discussion;
- C19 Change Order for #1 for Oakleaf Junior High School Security Lighting Repair/Replacement - no discussion;
- C20 Pre-Qualification of Contractors - no discussion;

Discussion Agenda:

- D1 Approve the Nominations for the Citizen Oversight Committee - at Mrs. Kerekes suggestion, it was agreed that this item title be clarified, changing "nominations" to "appointments"; board members will contact their applicants and submit their two candidates' and alternate's names for creation of an agenda attachment identifying the proposed appointed members;
- D2 Human Resources Special Action A - no discussion;
- D3 Approve uniform pricing and uniform definition for "summer enrichment programs" offered by "outside" organizations - item proposes pricing and defines "enrichment" to provide fair consideration for expenses incurred by CCDS when organizations utilize CCDS facilities for summer enrichment programs; contracts for interested parties would be created based on approved pricing and with the inclusion of protections should facilities, supplies, or equipment be damaged; discussion included prior issues re use of facilities and available recourse should damage be sustained;

Discussion of Requested Agenda Item:

- A request from Mrs. Bullock was previously made to place an item on the agenda entitled "Recognition of Keystone Heights City Council Resolution 2021-03". Mr. Broskie brought this request forward for open discussion. Mrs. Bullock advised she requested this item in order for Keystone Heights Mayor Karen Lake to present Resolution 2021-03 and discuss the growing concern of the Keystone Heights City Council re the Keystone area schools. Discussion included past practice, establishing precedent, and school board policy provision for an item of this nature. Mr. Broskie proposed placing Mayor Lake under "public comment", recognizing her status as a public official for Keystone, and allowing questions from the board to Mayor Lake following her comments. Mrs. Bolla advised Mayor Lake could be the first public speaker.

2. Transportation Presentation - GPS (Information Only)

Synovia GPS Contract Renewal Presentation.pdf

Minutes:

Derald Sweatt, Director of Transportation, shared an update (attached) re the Synovia GPS system currently being utilized for bus transportation of students. The utilization of GPS has provided increased route efficiency, safety to drivers and students, and pay sheet efficiency. Future enhancements will provide for an overall improved reporting system and efficient navigation. Mr. Sweat also discussed the coaching and communication necessary to best support employees.

Questions from the Audience (None)

Superintendent Comments

3. Superintendent Comments

Minutes:

Superintendent Broskie advised the board that an additional agenda item will be added to implement an expansion of the summer programs to expand support to an increased number of students and address academic regression.

Mr. Broskie distributed a document re the Truth in Millage (TRIM) legal deadlines that delineate upcoming meetings relative to the adoption of the 2021 - 2022 budget.

School Board Comments

4. School Board Member Comments

Minutes:

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Board member comments included appreciation to Marian Hazlip, Transportation Dispatcher, for her outstanding service, the architectural feasibility study being completed re Keystone facilities, proposed Bright Futures changes, a successful Math Field Day, and the importance of being able to obtain information re community growth impacting our schools as early as possible.

Adjournment (10:38 a.m.)

Superintendent of Schools

Board Chair

DRAFT

Teacher Inservice Center, 2233 Village Square Parkway, Fleming Island, FL

May 6, 2021 - Regular School Board Meeting

Date: May 06 2021 (6:00 p.m.)

DRAFT

Student Showcase

Invocation (Pastor Daniel Findley, First Baptist Church Keystone Heights)

Pledge of Allegiance

Call to Order (Present: Janice Kerekes, District 1; Beth Clark, District 2, Tina Bullock, District 3; Mary Bolla, District 4; Ashley Gilhousen, District 5; Superintendent David Broskie)

Recognitions and Awards

1. Recognition of State Championship Athletes

Minutes:

John Sgromolo, Coordinator of District Athletics, recognized State Champion weightlifting athletes and highlighted the academic success of all Clay County athletes:

Individual Boys Weightlifting Champions:

- Will Stephens (Fleming Island High School)
- Kade Sanders (Keystone Heights Jr./Sr. High School)
- Zach Glover (Keystone Heights Jr./Sr. High School)
- Isaiah Jones (Clay High School)
- Alex Beaufort (Ridgeview High School)

Keystone Heights Boys Weightlifting Class 1A State Champions Team:

- Mason Dicks
- Luke Snider
- Caleb Moncrief
- Tyeler Anthony-Rozier
- Kaleb Vojnovski
- Tyler Jenkins
- Kade Sanders
- Nathan Kicklighter
- Colton Tibbetts
- Zach Glover
- Sam Ulsch
- Reid Begue
- Wyatt Van Zant

Fleming Island Boys Weightlifting Class 3A State Champions Team:

- Will Stephens
- Alex Maier
- Rickey Joseph
- Justin Nolley
- Musthafa Marshall
- Nicolas Bethea
- Timothy Thomas
- Austin Allred
- Jhoel Robinson

2. Recognition of First Place Overall Winning Teams from Math Field Day

Minutes:

Tiffany Hradil, Curriculum Specialist, recognized the First Place Overall winners from Math Field Day:

Fourth Grade Team Overall Winner - Lake Asbury Elementary School, Deborah Serda and Sophie Willadsen (coaches)

- Ava Davie
- Joseph Nikic
- James Surrency
- Noah Taylor
- Hidey Whitaker
- Alexis Williams

Fifth Grade Team Overall Winner - Paterson Elementary School, Tracy Shannon (coach)

- Cooper Blackwood
- Brennen Fogarty
- Lily Gaskins
- Cate Hanson
- Olivia O'Steen
- Lucas Pham

Sixth Grade Team Overall Winner - Tynes Elementary School, Jennifer MacDonald (coach)

- Cole Conte
- Connor Foss
- David Hunter Jennette-Carter
- Malik Ignacio
- Calise Wheeler

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3. Recognition of Florida Department of Education's Principal of the Year (Jennifer Halter)

Minutes:

Superintendent Broskie recognized Jennifer Halter, Principal, Green Cove Springs Jr. High for her selection by the Florida Department of Education as the state's Principal of the Year, commending Ms. Halter on her outstanding work, determination, and leadership.

Presenters

School Showcase

Presentations from the Audience (Public Comment)

4. Public Comment

Minutes:

Public Speakers

- Karen Lake, Mayor of Keystone Heights, presented City of Keystone Heights, Florida Resolution 2021-03 entitled "A Resolution of the City Council of the City of Keystone Heights, Florida Requesting the Clay County School Board to Support the Construction and Renovation of Educational Facilities in Keystone Heights; and Providing an Effective Date." Mayor Lake read this resolution in its entirety. Additional comment and concerns voiced by Mayor Lake and expressed in response to questions posed by Mrs. Bullock and Mrs. Kerekes included the age of the Keystone Heights school structures, traffic issues during active school zone times, the impact of schools on property values, the presentation of the EDFIRST Plan to Keystone Heights City Council, the insufficiency of a cafeteria renovation at Keystone Heights Elementary that will not address aging plumbing, narrow sidewalks and three-generation portables, results of a poll conducted by reporter Scott Johnson, the pending feasibility study report, and potential new construction due to land parcels under contract. Mayor Lake requested equitable treatment and the prioritization of a new school within Keystone Heights.
- Smitty Huffman - Keystone Heights facilities
- Julie Smith - masks at school
- Glee Glisson - student progress

Consent Agenda

Superintendent

5. C1 - Minutes of Workshop on March 8, 2021; Special Meeting on March 11, 2021, Workshop on March 23, 2021; Student Hearings and Regular Meeting on April 1. 2021

2021 March 8 Workshop.pdf

2021 March 11 Special Mtg.pdf

2021 March 23 Workshop.pdf

2021 April 1 Student Discipline Hearings.pdf (Confidential)

2021 April 1 Regular Mtg.pdf

6. C2 - Revision to Start Date for Student Calendar 2022-2023 per Florida Statute 1001.42

Revised 2022-2023 Calendar 10 Month 196 Days Instructional, Support, and Cafeteria Managers (2) (1).pdf

Revised Calendar - Student 2022- 2023.pdf

School Board Member

7. C3 - School Board Member Out-of-County Travel Expenses Estimated to Attend FSBA/FADSS Annual Summer Conference

Human Resources

8. C4 - Personnel Consent Agenda

Personnel Consent Agenda 5.6.2021.pdf

Instruction-Academic Services

9. C5 - K-12 Academic Services Out of State and Overnight Student Travel

May 2021 - Student Travel.pdf

10. C6 - Revised 2021 Summer Programs Manual and Calendar

2021 Clay County Summer Programs Manual - Google Docs.pdf

5th Grade Science Camp.pdf

2021 Clay County Summer Programs Manual 5 4 21.pdf

Instruction-Professional Development

DRAFT

11. C7 - 2021-22 Professional Learning Catalog (Master In-service Plan)

2021 - 2022 CCDS Master In-Service Plan - Draft.pdf

2021-2022 Professional Learning Catalog_MIP_Summary of Changes.pdf

Business Affairs

12. C8 - Proposed Allocation Changes for 2020-2021

Allocation Summary 2020-2021 - May 6, 2021.pdf

13. C9 - Proposed Allocation Changes for 2021-2022

Allocation Summary 2021-2022 - May 6, 2021 .1.pdf

14. C10 - Clay County District School Board Operational, Financial and Single Audit for the 2019-2020 Fiscal Year

2019-2020 Final Audit Report.pdf

Final SAS114 Audit Report District School Board of Clay County.pdf

15. C11 - Charter School Audits for the 2019-2020 Fiscal Year

St. Johns Classical Academy Audit Report 2020.pdf

Florida Cyber Charter Academy at Clay 2020 Audit Report.pdf

Clay Charter Academy Audit Report 2020.pdf

16. C12 - Clay Education Foundation Audit for the 2019-2020 Fiscal Year

Clay County Education Foundation Audit 2020.pdf

Business Affairs-Accounting

17. C13 - Monthly Financial Reports for March, 2021

March 2021 Board Monthly Financial Report.pdf

March 2021 Board Monthly Property Report.pdf

18. C14 - Budget Amendment for Month Ending March 31, 2021

Budget Amendment March 2021 (1).pdf

Business Affairs-Property

19. C15 - Deletion of Certain Items Report - April, 2021

Deletion Report-April, 2021.pdf

Business Affairs-Purchasing

20. C16 - BID Renewal

21. C17 - BID to be Awarded

Operations-Facilities

22. C18 - Change Order #1 for Ridgeview Elementary School Parking Lot Lighting Replacement

CO 1 RVE Parking Lot Lighting Replacement.pdf

23. C19 - Schematic/Preliminary/Final (Phase I, II, & III) Plans and Specifications for S. Bryan Jennings Elementary School Roof Repair/Replacement (Buildings 1, 2, & 3)

24. C20 - Change Order #1 for Oakleaf Junior High School Security Lighting Repair/Replacement

OLJ Security Lighting Repair.Replacement CO 1.pdf

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25. C21 - Pre-Qualification of Contractors

Table for Board Backup Contractor Prequal, 5.6.21.pdf

Adoption of Consent Agenda

26. Adoption of Consent Agenda

Motion

Motion to Approve Consent Agenda

Vote Results (*Approved*)

Motion: Ashley Gilhousen

Second: Tina Bullock

Janice Kerekes	- Aye
Ashley Gilhousen	- Aye
Mary Bolla	- Aye
Tina Bullock	- Aye
Beth Clark	- Aye

CCEA Update (Victoria Kidwell)

CESPA Update (Lonnie Roberts)

Superintendent's Update and Presentations

27. Superintendent's Update

Minutes:

Superintendent Broskie discussed the attached presentation/update to highlight:

- Florida's 2021 Principal of the Year
- Teacher Appreciation Week
- Elementary & Secondary Art Show
- Math Field Day
- Climate Survey
- Clay Teachers LEAD: Superintendent's Roundtable
- May Celebrations
- COVID-19 Reminders

Climate Survey awards & recognition certificates were presented to:

Schools with the Highest Completion Rate

1. Clay Hill Elementary - Adele Reed, Principal - 91%
2. Oakleaf Village Elementary - Wilnitra Dixon, Principal - 84%
3. Coppergate Elementary - Melissa Metz, Principal - 83%

Top Five Overall Scores for Elementary Schools

1. Fleming Island Elementary - Jennifer Collins, Principal
2. Shadowlawn Elementary - Nancy Crowder, Principal
3. Tynes Elementary - Sarah Brennan, Principal
4. McRae Elementary - Tammy Winkler, Principal
5. Orange Park Elementary - Carolyn McCullough, Principal

Top Five Overall Scores for Secondary Schools

1. Green Cove Springs Jr. - Jennifer Halter, Principal

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2. Ridgeview High - Becky Murphy, Principal
3. Middleburg High - Martin Aftuck, Principal
4. Keystone Heights Jr./Sr. High - Laurie Burke, Principal
5. Fleming Island High - Tom Pittman, Principal

Mr. Broskie advised there will be a new re-opening plan brought forward at the June meeting for the start of the next school year. He also indicated there would be a future workshop to consider the feasibility study relative to Keystone Heights.

Discussion Agenda

School Board Member

28. D1 - Approve the Appointments for the Citizen Oversight Committee

COC Committee Appointments 2021 (1).pdf

Minutes:

Mrs. Kerekes appreciated the process and enthusiasm associated with this task and the opportunity to meet with citizens. Mrs. Bolla expressed gratitude to all individuals who applied for this committee.

Motion

Motion to approve the appointments for the Citizen Oversight Committee

Vote Results (*Approved*)

Motion: Janice Kerekes

Second: Ashley Gilhousen

Janice Kerekes	- Aye
Ashley Gilhousen	- Aye
Mary Bolla	- Aye
Tina Bullock	- Aye
Beth Clark	- Aye

Human Resources

29. D2 - Human Resources Special Action A

Minutes:

There was no Human Resources Special Action A.

Business Affairs

30. D3 - Approve uniform pricing and uniform definition for "summer enrichment programs" offered by "outside" organizations.

Summer Enrichment Definition and Pricing Guide.pdf

Motion

Motion to approve uniform pricing and uniform definition for "summer enrichment programs" offered by "outside organizations"

Vote Results (*Approved*)

Motion: Janice Kerekes

Second: Beth Clark

Janice Kerekes	- Aye
Ashley Gilhousen	- Aye

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Mary Bolla	- Aye
Tina Bullock	- Aye
Beth Clark	- Aye

School Board Attorney Remarks

31. School Board Attorney Comments

Minutes:

Bruce Bickner, School Board Attorney, advised that an informational notice will be sent to the committee and ex-officio members of the Citizens Oversight Committee. The first meeting will be held on Tuesday, June 1, 2021 @ 5:00 p.m. in the District Multi-Purpose Center in Green Cove Springs.

School Board Member Remarks

32. School Board Member Comments

Minutes:

Board members commented on school and community events attended throughout the month, their appreciation for teachers, nurses, and mental health workers, upcoming evaluation and revisions to the re-opening plan, Keystone Heights school facilities, and a consensus to review School Board Policy 1.02(E)(4) to allow all board members the flexibility to add items, including "recognitions" and "presentations," to the board agenda.

Adjournment (7:55 p.m.)

DRAFT

Superintendent of Schools

School Board Chairman

June 3, 2021 - Regular School Board Meeting

Title

C2 - Payment of Annual Membership Dues for 2021-2022 to Florida School Boards Association

Description

The Florida School Boards Association (FSBA) provides valuable services to local school boards. These services include researching legislative issues important to school systems in Florida and representing their views before the Legislature, the State Board of Education, and other organizations interested in public education. FSBA also provides valuable leadership training for school board members.

Gap Analysis

Previous Outcomes

Expected Outcomes

Strategic Plan Goal

Recommendation

Approve payment of FSBA dues.

Contact

Mary S. Bolla, School Board Chair; mary.bolla@myoneclay.net;

Financial Impact

Budgeted item - $18,819.00

Review Comments

Attachments

- FSBA Renewal Invoice 2021-22.pdf

DRAFT

FLORIDA SCHOOL BOARDS ASSOCIATION
(850) 414-2578 FAX (850) 414-2585
203 S. MONROE STREET
TALLAHASSEE, FL 32301
www.fsba.org

INVOICE

INVOICE DATE	INVOICE NO.
3/1/21	12189

CLAY CO SCHOOL BOARD
814 WALNUT STREET
GREEN COVE SPRINGS, FL 32043-3199

PURCHASE ORDER NO.

ITEM DESCRIPTION	PRICE
2021-22 Annual FSBA Dues (7/1/2021 - 6/30/2022) Should an individual board member wish to invoke 617.221 (2) F.S., please adjust invoice accordingly.	18,819.00

DRAFT

TOTAL AMOUNT DUE	$18,819.00

June 3, 2021 - Regular School Board Meeting

Title

C3 - SentinelOne Antivirus

Description

SentinelOne will replace our previous AntiVirus product, FireEye, to allow the District to have expansive reporting and Malware/Ransomware mitigation capabilities. It also allows the District to use SentinelOne's impressive AI Suite to monitor Server Infrastructure and any other machines deemed High Risk. This will protect the district against attacks similar to the attack against Broward County earlier in the year. Broward County's network was hit with ransomware that locks their data in place unless the victim is willing to pay money to have it unlocked. Broward's ransom was $40 million.

Gap Analysis

The District requires AntiVirus products to protect operational data for the District to function and protect personal information for all of its citizens involved in Clay County District Schools. SentinelOne provides an expanded level of protection to protect especially against ransomware.

Previous Outcomes

The previous product utilized was Fireeye. While Fireeye has done very well to keep the District safe, the new capabilities of this software will ensure vulnerabilities in our systems are mitigated.

Expected Outcomes

Upon approval by the Board, IT will begin removing the previous product and install the new software to expand security measures throughout Clay.

Strategic Plan Goal

Strategy 2.1 Improve Technology on all Classrooms and District Buildings.

Recommendation

Approve the proposal in its entirety.

Contact

Ethan Caren, Director of ITS

Financial Impact

The cost for SentinelOne is $123,414 for 3 years (Year 1 - $41,138., Year 2 - $41,138., Year 3 - $41,138.)

Review Comments

Attachments

210105 Carahsoft Tech_SentinalOne.pdf

DRAFT

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 210105
Number Assigned by Purchasing Dept.

CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

☐ Must Have Board Approval over $100,000.00

Date Submitted: 4/6/2021

Name of Contract Initiator: Ethan Caren — Telephone #: (904) 336-9603

School/Dept Submitting Contract: Information & Technology Services — Cost Center # 9040

Vendor Name: Carahsoft Technology - NCPA contract #01-86

Contract Title: SentinelOne (must Antivirus replace in Fuse first)

Contract Type: New ☑ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract #

Contract Term: 3 years (Issue Annual PO) — Renewal Option(s): Yes through New PO

Contract Cost: $123,414.00

☑ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # $82,996.99 - 100-6500692-9040-1910-0000-0000-000-0

Funding Source: Budget Line # $40,417.01 - 100-6500692-9040-1911-0000-0000-000-0

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (*when applicable*):

RECEIVED
APR 15 2021
PURCHASING

- ☑ Completed Contract Review Form
- ☐ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- ☐ SIGNED Addendum A (if not an SBAO Template Contract)*

**This Statement MUST BE included in the body of the Contract:*
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

- ☐ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.
Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).
Workers' Compensation = $100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

- ☐ State of Florida Workers Comp Exemption (https://apps.fldfs.com/bocexempt/) (If Applicable)
- ☐ COVID-19 Waiver (If Applicable)
- ☐ Release and Hold Harmless (If Applicable)

RECEIVED 4/19/2021 SBAO

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department BJB Review Date 4/16/2021	Software Subscription, SentinelOne T4C are for Public Sector Customers, purchasing under National Cooperative Purchasing Alliance By District P.O. thru Carahsoft (Reseller/Partner) pierce Quote (New Quote)
School Board Attorney JB Review Date 4/28/21	See Addendum A Strikethrough Good with that Agree Venue, Sov. Immn OK-intact.
Other Dept. as Necessary Review Date	Department pay close attention to yellow Highlights
PENDING STATUS: ☐YES ☐NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	☑ APPROVED DATE: 5.20.21

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GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Ethan Caren
Technology Services Coordinator
Clay County District Schools
900 Walnut Street
Green Cove Springs, FL 32043

EMAIL: ethan.caren@myoneclay.net

PHONE:

FROM: Paul Battaglia
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Paul.Battaglia@carahsoft.com

PHONE: (703) 230-7422 **FAX:** (703) 871-8505

TERMS: National Cooperative Purchasing Alliance (NCPA)
Contract Number: 01-86
Term: Through November 30, 2021
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Cage Code: 1P3C5
DUNS No: 088365767
Sales Tax May Apply

QUOTE NO:	27870748
QUOTE DATE:	05/18/2021
QUOTE EXPIRES:	06/17/2021
RFQ NO:	
SHIPPING:	GROUND
TOTAL PRICE:	$123,414.00
TOTAL QUOTE:	$123,414.00

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LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE		QTY	EXTENDED PRICE
		YEAR 1					
1	COR-25K1-ES-ED-12-509	Core + Enterprise Support - GHE, 1 YR, 10K-25K Endpoints Sentinel Labs, Inc - COR-25K1-ES-ED-12 Start Date: 02/25/2021 End Date: 02/24/2022	LIST: $21.96 CONTR: $21.30	$4.70	SLG	8000	$37,600.00
2	CMP-25K1-ES-ED-12-509	Complete + Ent. Support - GHE, 1 YR, 10K-25K Endpoints Sentinel Labs, Inc - CMP-25K1-ES-ED-12 Start Date: 02/25/2021 End Date: 02/24/2022	LIST: $47.04 CONTR: $45.63	$17.69	SLG	200	$3,538.00
		YEAR 1 SUBTOTAL:					$41,138.00
		YEAR 2					
3	COR-25K1-ES-ED-12-509	Core + Enterprise Support - GHE, 1 YR, 10K-25K Endpoints Sentinel Labs, Inc - COR-25K1-ES-ED-12 Start Date: 02/25/2022 End Date: 02/24/2023	LIST: $21.96 CONTR: $21.30	$4.70	SLG	8000	$37,600.00
4	CMP-25K1-ES-ED-12-509	Complete + Ent. Support - GHE, 1 YR, 10K-25K Endpoints Sentinel Labs, Inc - CMP-25K1-ES-ED-12 Start Date: 02/25/2022 End Date: 02/24/2023	LIST: $47.04 CONTR: $45.63	$17.69	SLG	200	$3,538.00
		YEAR 2 SUBTOTAL:					$41,138.00
		YEAR 3					
5	CMP-25K1-ES-ED-12-509	Complete + Ent. Support - GHE, 1 YR, 10K-25K Endpoints	LIST: $47.04 CONTR: $45.63	$4.70	SLG	8000	$37,600.00

carahsoft.

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
6	CMP-25K1-ES-ED-12-509	Complete + Ent. Support - GHE, 1 YR, 10K-25K Endpoints Sentinel Labs, Inc - CMP-25K1-ES-ED-12 Start Date: 02/25/2023 End Date: 02/24/2024	LIST: $47.04 CONTR: $45.63	$17.69 SLG	200	$3,538.00
		YEAR 3 SUBTOTAL:				$41,138.00
		SUBTOTAL:				$123,414.00
				TOTAL PRICE:		**$123,414.00**
				TOTAL QUOTE:		**$123,414.00**

This quote is for 36 months paid in full

This quotation and any subsequent purchase orders will be governed by the terms and conditions of the SBCC Purchase Order, Addendum A and the SentinelOne Public Sector Terms of Service executed between the parties.

Please note, (per Sentinel One's policy) all Customers who purchase Sentinel One products/services from Carahsoft must agree to the Sentinel One Public Sector Terms of Service ("Terms").
Carahsoft will not accept a purchase order from Customer for any products/services on this quote until Customer agrees to the Terms.
The Terms can be found at https://static.carahsoft.com/sentinelone/tobedetermined/placeholder

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SENTINELONE TERMS OF SERVICE

United States Public Sector Customers

These SentinelOne Terms of Service ("**Terms**") are between SentinelOne, Inc. ("**SentinelOne,**" "**Our,**" "**We,**" "**Us**" or similar terms) and the executive agency or a juridical body of the U.S. Government or a state or local government agency (as applicable) ("**Customer,**" "**You,**" "**Your**" or similar terms) who accepts these Terms, or accesses and/or uses the SentinelOne Solutions (as defined below). These Terms govern Customer's subscription to the SentinelOne Solutions in connection with any paid or Evaluation use of the Solutions. U.S. Government agency includes any federal agency customer Ordering Activity (as defined at FAR 8.401). State or local government agency means a state or local publicly funded agency but excludes any entity that is funded by both public and private funds, when such entity is purchasing for its own use.

Capitalized terms will have the meaning assigned to such terms where defined throughout these Terms. Each of

SentinelOne or Customer is sometimes described in these Terms as a "**Party**" and together, "**Parties,**" which Parties agree as follows:

1. **License.**

1.1. **Purchase Order**. A "**Purchase Order**" means a written document such as a purchase order, service order or a similar document agreed to in writing and executed by You and SentinelOne or, as applicable, a SentinelOne approved partner (such as a reseller or distributor and collectively, "**Partner**"), in each case covering Your subscription to Solutions or Evaluation offering. For a Purchase Order to be valid, it must be executed by both the Customer and SentinelOne, or, as applicable, by a Partner and Customer. Unless otherwise expressly specified in the Purchase Order executed by SentinelOne, these Terms shall supersede any conflicting terms in a Purchase Order to, except as required by applicable law or, if applicable, GSAR 552.212-4(s).

1.2. **Scope of Agreement**. These Terms govern Your access to a subscription to SentinelOne's platform including its malware protection, detection and remediation solutions, endpoint detection and response solutions, device discovery and control solutions, and other solutions offered by SentinelOne over time, directly or through a Partner, together with the software underlying such products and services and any updates, patches, bug fixes and versions ("**Enhancements**" to the "**SentinelOne Software**", and collectively, the "**SentinelOne Solutions**" or "**Solution(s)**"). You agree to accept all Enhancements necessary for the proper function of the Solutions as released by SentinelOne from time to time, and further agree that SentinelOne shall not be responsible for the proper performance of the Solutions or security issues encountered with the Solutions related to Your failure to accept Enhancements in a timely manner.

1.3. **Related Services and Products**. As an active Customer subscribing to the Solutions in accordance with these Terms, during the Subscription Term You may receive and/or subscribe to other related services from SentinelOne, such as support services ("**SentinelOne Support**"), Technical Account Management ("**TAM**"), SentinelOne's Vigilance Service, Incident Response service, or other services (collectively "**SentinelOne Services**"); and/or You may procure a license to certain SentinelOne products such as Our Nexus SDK ("**SDK**" and together with SentinelOne Services, "**Other SentinelOne Services and Products**"); in each of the foregoing, as detailed in a relevant Purchase Order listing any such Other SentinelOne Services and Products. Your subscription to such Other SentinelOne Services and Products is subject in each case to applicable terms and conditions of these Terms as well as the specific terms for each such Other SentinelOne Services and Products detailed here: https://www.sentinelone.com/legal/.

1.4. **Documentation**. All use of the Solutions shall be in accordance with Our then-current published documentation such as technical user guides, installation instructions, articles or similar documentation specifying the functionalities of the Solutions and made available by Us to You through the SentinelOne Knowledge Base on the Customer Portal, available at: support.sentinelone.com, as updated from time-to-time in the normal course of business ("**Documentation**").

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1.5. **License Grant**. Subject to Your compliance with the terms and conditions of these Terms, We hereby grant You (directly or through a Partner, as applicable) a worldwide, non-transferable, non-exclusive license during the Subscription Term or any Evaluation Period to install, store, access, use, execute and display the Solutions (including Enhancements) solely in support of Your internal business security and operation, in accordance with the Documentation describing the permissible use of the Solutions ("**License**"). The License granted herein is limited to the number of physical or virtual computing devices and/or computing environments (such as containers) that can process data ("**Endpoints**") or the number of SDK copies licensed to You pursuant to a valid Purchase Order. We will make the SentinelOne Software and/or SDK available to You via download from Our website ("**Site**," at www.sentinelone.com) or other means as may be determined by Us from time to time.

1.6. **Other Services**. If You decide to enable, access or use third Party products, applications, services, software, networks or other systems, and/or information which may be linked to the Solutions through Our open APIs (collectively, "**Other Services**"), including integrating such Other Services directly to Your instance of the Solutions, be advised that Your access and use of such Other Services is governed solely by the terms and conditions of such Other Services, and We do not endorse, are not responsible or liable for, and make no representations as to any aspect of such Other Services, including, without limitation, their content or the manner in which they handle data or any interaction between You and the provider of such Other Services, or any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Other Services. You may be required to register for or log into such Other Services on their respective websites. By enabling any Other Services, You expressly permit Us to disclose Your Login as well as Your Data to such Other Services as necessary to facilitate Your enablement and use of such Other Services.

1.7. **Third Party Service**. If You enter into an agreement with a third party to manage the installation, onboarding and/or operation of the Solutions on Your behalf ("**Third Party Service**") then You may allow such Third Party Service to use the Solutions provided that (i) as between the Parties, You remain responsible for all its obligations under the terms of these Terms; (ii) such Third Party Service only uses the Solutions for Your internal purposes and not for the benefit of any third party or the Third Party Service, and agrees to the terms of these Terms in providing services to You; and (iii) You remain liable to Us for the Third Party Service's service on Your behalf.

2. **Evaluations; Early Adoption and Beta Use.**

2.1. **Evaluation Offering.** If You receive the Solutions for evaluation purposes, then You may use the Solutions for Your own internal evaluation purposes ("**Evaluation**") for a period of up to thirty (30) days from the start date of the Evaluation (the "**Evaluation Period**"), unless otherwise agreed to in the valid Purchase Order covering the Evaluation.

2.2. **Evaluation License and Restrictions**. In addition to the license scope detailed elsewhere in these Terms, during Evaluation You: (i) may install and use, solely during the Evaluation Period, one (1) copy of the Solutions malware protection software for network services ("**Server Software**") and up to fifty (50) copies of Endpoints (unless the Purchase Order authorizes a different Evaluation Period, or a different number of copies in a Purchase Order executed by You (and a Partner if applicable) and referencing these Terms); (ii) may install an evaluation framework comprising of malware and exploit samples, to the extent applicable, only on a single computer, in a controlled environment, which is not connected to a production network, with access to only the Your management server, all in accordance with documentation and materials furnished by SentinelOne directly or through the Partner; (iii) shall comply with the use restrictions in Section 3; and (iv) shall uninstall any portion of the Solutions residing on Your Endpoints after the Evaluation Period, return all Documentation in Your possession to Us and/or Partner, and confirm to Us and/or Partner in writing (email accepted) of such deletion and uninstallation. If the Evaluation offering is a subscription, You understand that We may disable access to the subscription automatically at the end of the Evaluation period, without notice to Customer. During and following the Evaluation Period, the Parties shall discuss Evaluation results in good faith. All Evaluation results are Confidential Information.

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2.3. **Early Adoption or Beta Use**. If You are invited to and agree to participate in SentinelOne's Early Adoption Program or Beta Program, You acknowledge that Early Adoption or Beta versions of the Solutions are prerelease versions of the Solutions and as such may contain errors, bugs or other defects. Accordingly, Your use and testing of the Early Adoption and/or Beta versions of the Solutions is subject to the disclaimers stated in Section 2.4 below. Additionally, Your use of Early Adoption and/or Beta versions of the Solutions is subject to SentinelOne's sole discretion as to length and scope of use, updates and support of such Early Adoption or Beta versions of the Solutions.

2.4. **DISCLAIMER OF WARRANTIES AND LIABILITY**. DURING EVALUATION, OR EARLY ADOPTION OR BETA USE OF THE SOLUTIONS, THE SENTINELONE SOLUTIONS ARE OFFERED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. YOU ASSUME ALL RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOLUTIONS AND ACKNOWLEDGES THAT THE USE OF THE SOLUTIONS, TO THE EXTENT APPLICABLE, MUST BE MADE IN STRICT CONFORMANCE WITH SENTINELONE'S INSTRUCTIONS. WITHOUT DEROGATING FROM THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT SENTINELONE WILL NOT BE LIABLE FOR ANY NETWORK DOWNTIME, SOLUTIONS DOWNTIME, AND/OR IDENTIFYING AREAS OF WEAKNESS IN THE SOLUTIONS. FOR ALL EVALUATIONS, OR EARLY ADOPTION OR BETA USE OF THE SOLUTIONS, WE SHALL HAVE NO LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA, LOSS OF PROGRAMS OR INFORMATION OR OTHER INTANGIBLE LOSS ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE SOLUTIONS, OR INFORMATION, OR ANY PERMANENT OR TEMPORARY CESSATION OF THE SOLUTIONS OR ACCESS TO INFORMATION, OR THE DELETION OR CORRUPTION OF ANY CONTENT OR INFORMATION, OR THE FAILURE TO STORE ANY CONTENT OR INFORMATION OR OTHER COMMERCIAL OR ECONOMIC LOSS, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF SENTINELONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THAT THEY ARE FORESEEABLE. SENTINELONE IS ALSO NOT RESPONSIBLE FOR CLAIMS BY ANY THIRD PARTY. WHILE THE SOLUTIONS ARE PROVIDED FREE OF CHARGE FOR EVALUATION, EARLY ADOPTION OR BETA PURPOSES ONLY, SENTINELONE'S MAXIMUM AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED US $100. IN JURISDICTIONS WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT ALLOWED THE LIABILITY OF SENTINELONE SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY APPLICABLE AND MANDATORY LAW, THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE PARTIES OBLIGATIONS UNDER SECTION 7 HEREIN.

3. **Restrictions**. Except as expressly authorized by these Terms, You may not do any of the following: (i) modify, disclose, alter, translate or create derivative works of the SentinelOne Solutions (or any components thereof) or any accompanying Documentation; (ii) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Solutions (or any components thereof) or any Documentation; (iii) use the Solutions other than as permitted under these Terms, as directly related to Your internal business operations and in conformity with the Documentation, and not otherwise use the Solutions for any other commercial or business use, including without limitation offering any portion of the Solutions as benefits or services to third parties; (iv) use the Solutions in violation of any laws or regulations, including, without limitation, to store or transmit infringing, libelous or otherwise unlawful or tortious material, or material in violation of third-party privacy rights; (v) use the Solutions to store, transmit or test for any viruses, software routines or other code designed to permit unauthorized access, disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions; (vi) probe, scan or test the efficacy or vulnerability of the Solutions, or take any action

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in an effort to circumvent or undermine the Solutions, except for the legitimate testing of the Solutions in coordination with SentinelOne, in connection with considering a subscription to the Solutions as licensed herein; (vii) attempt or actually disassemble, decompile or reverse engineer, copy, frame or mirror any part or content of the Solutions, or otherwise derive any of the Solutions' source code; (viii) access, test, and/or use the Solutions in any way to build a competitive product or service, or copy any features or functions of the Solutions; (ix) interfere with or disrupt the integrity or performance of the Solutions; (x) attempt to gain unauthorized access to the Solutions or their related systems or networks; (xi) disclose to any third party or publish in any media any performance information or analysis relating to the Solutions; (xii) fail to maintain all copyright, trademark and proprietary notices on the Solutions and any permitted copy thereof; or (xiii) cause or permit any Solutions user or third party to do any of the foregoing.

4. **Ownership and Reservation of Rights**.

4.1. **Customer**. As between the Parties, You reserve all right, title and interest in and to Your Data and all Intellectual Property Rights embodied in Your Data (collectively, the "**Customer IP**").

4.2. **SentinelOne**. As between the Parties, We reserve all right, title and interest in and to the Solutions and any and all Intellectual Property Rights embodied in the SentinelOne Solutions (collectively, the "**SentinelOne IP**").

4.3. **Reservation of Rights**. Each Party reserves all rights not expressly granted in these Terms, and no licenses are granted by one Party to the other Party under these Terms, whether by implication, estoppel or otherwise, except as expressly set forth in these Terms. For the purpose of these Terms, "**Intellectual Property Rights**" means all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including any and all revisions, modifications, translations, extensions, abridgments, condensations or expansions of, and applications and registrations for, any of the foregoing.

5. **Billing, Plan Modifications and Payments**.

5.1. **Fees**. The fees and payment terms for the Solutions and any Other SentinelOne Services or Products shall be set forth in one or more valid Purchase Orders ("**Fees**"). No refunds or credits for paid Fees will be issued to Customer by SentinelOne.

5.2. **Plan Modifications**. If You choose to increase the number of Endpoints You subscribe to under an applicable Purchase Order during Your then-effective Subscription Term (a "**Subscription Increase**") or upgrade your subscription to a different subscription plan ("**Plan Upgrade**"), upon issuance of a Purchase Order by You to the Partner, the Partner will invoice You for the incremental Fees associated with such Subscription Increase and/or Plan Upgrade on a *pro rata* basis at the price per Endpoint specified in the corresponding valid Purchase Order over the remaining period of such Subscription Term and thereafter in any Renewal Subscription Term purchased by You unless otherwise agreed in a Purchase Order. No Fees refund or credit shall be granted where Customer elects to not use the Solutions on previously subscribed Endpoints.

5.3. **Interest and Taxes**. For Purchase Orders placed with a Partner, terms regarding interest and taxes will be governed by Your terms with the Partner. For Purchase Orders placed directly with SentinelOne, interest on any late payments for undisputed amounts owed will accrue at the rate of 1.5% per month, or the highest rate permitted by law, whichever is lower, from the date such amount is due until the date such amount is paid in full. You will be responsible for and pay all sales and similar taxes and all license fees and similar fees levied upon the provision of the Solutions provided under these Terms excluding only taxes based solely on Our net income. You will indemnify and hold Us harmless from and against any and all such taxes and related amounts levied upon the provision of the Solutions and any costs associated with the collection or withholding thereof, including penalties and interest. This Section 5.3 does not apply to you to the extent you are exempt from any Taxes. If you are a state or a local government entity you shall, upon issuing a Purchase Order, provide documentation reasonably acceptable to SentinelOne evidencing your tax-exempt status

6. **Privacy and Security**.

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6.1. **Processing Limitations and Security Obligation.** In providing You the Solutions and Other SentinelOne Services and Products, We will (i) store, process and access Your Data only to the extent reasonably necessary to provide you the Solutions and/or Other SentinelOne Services and Products, and to improve the Solutions and Other SentinelOne Services and Products; and (ii) implement and maintain commercially reasonable technical, physical and organizational measures to protect the security, confidentiality and integrity of Your Data hosted by Us or Our authorized third party service providers from unauthorized access, use, alteration or disclosure. "**Your Data**" means all data and information associated with You which is uploaded to, processed by, generated by, and/or stored within the Solutions by You or through Your use of the Solutions.

6.2. **Data Privacy**. In these Terms, "**Personal Information**" shall have the meaning ascribed to such term in SentinelOne's Privacy Policy available at https://www.sentinelone.com/legal/privacy-policy/. SentinelOne will handle Your Personal Information in accordance with these Terms, its Privacy Policy, and privacy laws applicable to the Personal Information the Solutions collect when operating in default mode (expressly excluding specific privacy laws applicable to files the Solutions may collect if You elect to trigger certain features resulting in the processing of any file by the Solutions). Such privacy laws include the California Civil Code Sec. 1798.100 et seq. ("**CCPA**") and the EU General Data Protection Regulation 2016/679 ("**GDPR**") and SentinelOne shall act exclusively as a Service Provider (as defined by CCPA), and Data Processor (as defined in GDPR) and shall retain, use, disclose and process Personal Information solely for the purpose of providing and enhancing the Solutions and Other SentinelOne Services and Products on Your behalf. To the extent You provide to SentinelOne Personal Information of individuals residing in the European Economic Area ("**EEA**"), You and SentinelOne hereby agree that You shall be deemed the data controller (as defined in GDPR) and any applicable national laws made under it, and where You are established in Switzerland, the Swiss Federal Act of 19 June 1992 on Data Protection, as may be amended or superseded), and in its capacity as Processor of Personal Information, SentinelOne shall process such Personal Information only for the purpose of providing and enhancing the Solutions subject to these Terms, and as otherwise instructed by the controller of such Personal Information.

6.3. **Hosting Location**. Unless otherwise specifically agreed among the Parties, Your Data may be processed and/or hosted by SentinelOne or its authorized third-party service providers in the United States, the EEA or other locations around the world.

6.4. **Anonymized Data**. Notwithstanding anything to the contrary in these Terms, We may monitor, collect, use and store anonymous and aggregate statistics and/or data regarding use of the Solutions solely for Our internal business purposes (including, but not limited to, improving the Solutions and creating new features) and such anonymized and aggregate data shall not be considered Your Data.

7. **Confidentiality**.

7.1. **Definition**. "**Confidential Information**" means all information disclosed (whether in oral, written, or other tangible or intangible form) by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") concerning or related to the SentinelOne Solutions and any Other SentinelOne Services and Products or any other information of the Disclosing Party that is marked as confidential or proprietary, or that the Receiving Party knows or reasonably should know is confidential information of the Disclosing Party given the facts and circumstances surrounding the disclosure of the information by the Disclosing Party. Confidential Information includes, but is not limited to, all proprietary and/or non-public technical, business, commercial, financial and/or legal information, such as, without limitation, any and all Solutions information generally shared with Customer and as specifically related to Customer, business plans, product information, pricing, financial plans, know how, Customer information, strategies, and other similar information, but excluding Your Data.

7.2. **Obligations**. The Receiving Party will maintain in confidence, during the term of these Terms and for three (3) years following the effective date of termination of these Terms, the Confidential Information, and will not use such Confidential Information except as expressly permitted in these Terms (provided that Confidential Information defined as a trade secret under any applicable law shall be maintained in

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confidence so long as it retains its confidentiality status under such laws). The Receiving Party will use the same degree of care in protecting the Confidential Information as the Receiving Party uses to protect its own confidential and proprietary information from unauthorized use or disclosure, but in no event less than reasonable care. Confidential Information will be used by the Receiving Party solely for the purpose of carrying out the Receiving Party's obligations under these Terms, and the Receiving Party will only disclose Confidential Information to its directors, officers, employees and/or contractors who have a need to know such Confidential Information in order to perform their duties under these Terms, and if such directors, officers, employees and/or contractors have executed a non-disclosure agreement with the Receiving Party with terms no less restrictive than the non-disclosure obligations contained in this Section 7.2. Provided, however, that each Party may disclose the terms and conditions of these Terms: (i) to legal counsel of such Party; (ii) to such Party's accountants, banks, financing sources and their advisors; (iii) in connection with the enforcement of these Terms or rights under these Terms; or (iv) in connection with an actual or proposed merger, acquisition, or similar transaction.

7.3. **Exceptions**. Confidential Information will not include information that: (i) is in or enters the public domain without breach of these Terms through no fault of the Receiving Party; (ii) the Receiving Party can reasonably demonstrate was in its possession without a duty of confidentiality prior to first receiving it from the Disclosing Party; (iii) the Receiving Party can demonstrate was developed by the Receiving Party independently, and without use of or reference to, the Confidential Information; or (iv) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. In addition, the Receiving Party may disclose Confidential Information that is required to disclose by controlling and applicable law, or by a subpoena or order issued by a court of competent jurisdiction (each, an "**Order**"), and where such Order is shown the Receiving Party shall: (a) give the Disclosing Party written notice of the Order within 24 hours after receiving it, provided such notice is not prohibited; and (b) cooperate fully with the Disclosing Party before disclosure to provide the Disclosing Party with the opportunity to interpose any objections it may have to disclosure of the information required by the Order and seek a protective order or other appropriate relief. In the event of any dispute between the Parties as to whether specific information is within one or more of the exceptions set forth in this Section 7.3, Receiving Party will bear the burden of proof, by clear and convincing evidence, that such information is within the claimed exception(s).

7.4. **Remedies**. The Receiving Party acknowledges that any unauthorized disclosure of Confidential Information will result in irreparable injury to the Disclosing Party, which injury could not be adequately compensated by the payment of money damages. In addition to any other legal and equitable remedies that may be available, the Disclosing Party will be entitled to seek and obtain injunctive relief against any breach or threatened breach by the Receiving Party of the confidentiality obligations hereunder, from any court of competent jurisdiction, without being required to show any actual damage or irreparable harm, prove the inadequacy of its legal remedies, or post any bond or other security. The foregoing is subject to GSAR 552.212-4(w)(v).

8. Representations, Warranties and Remedies.

8.1. **General Representations and Warranties**. Each Party represents and warrants the following: (i) it is validly existing and in good standing under the laws of the place of its establishment or incorporation; (ii) it has full corporate power and authority to execute, deliver and perform its obligations under these Terms; (iii) the person signing the Purchase Order incorporating these Terms on Customer's behalf has been duly authorized and empowered to enter into contracts on behalf of the Customer, including authority to enter into these Terms; (iv) these Terms are valid, binding and enforceable against it in accordance with its terms; (v) it shall deliver (as to SentinelOne) and operate (as to Customer) the Solutions in material conformity with the Documentation and the terms herein; and (v) it will perform its obligations under these Terms in accordance with applicable federal or state laws or regulations.

8.2. **Conformity with Documentation**. We warrant that at any point in time during Your Subscription Term, the most recent release of the Solutions ("**Current Release**") will substantially conform in all material respects with the Documentation. SentinelOne's sole obligation for material non-conformity with this warranty shall be, in SentinelOne's sole discretion, to use commercially reasonable efforts (i) to provide

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You with an error-correction or workaround which corrects the reported non-conformity; (ii) to replace the non-conforming portions of the Solutions with conforming items; or (iii) if SentinelOne reasonably determines such remedies to be impracticable within a reasonable period of time, SentinelOne can suspend the provisions of the Solutions until SentinelOne can reasonably ensure the quality of the Solutions and its conformity with the Documentation. The above warranty will not apply: (a) if the Solutions are not used in compliance with the Documentation; (b) if any unauthorized modifications are made to the Solutions by You or any third party; (c) to use of early releases of the Solutions which are not the Current Release or the Solutions release immediately preceding the Current Release; (d) to defects due to accident, abuse or improper use by You; or (e) to Evaluation or Early Adoption use of the Solutions.

8.3. **Disclaimer**. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 8, EACH PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THESE TERMS AND THE SENTINELONE SOLUTIONS, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, STATUTE, CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT SUCH PARTY KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE), ACCURACY, NON-INFRINGEMENT, CONDITION OF TITLE. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF ANY EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

9. Indemnification Obligations.

9.1. **Infringement Indemnity**. SentinelOne will indemnify You and Your directors, officers, employees, contractors, agents, or other authorized representatives ("**Customer Indemnitees**") from and against any and all third party claims, suits, actions or proceedings alleging that Your use of the Solutions infringes or misappropriates such third party's valid Intellectual Property Right (each a "**Claim**"). SentinelOne, at its expense, will defend any such Claim by reason of Your use of the Solutions as permitted hereunder, subject to the requirements of 28 U.S.C. §516, or the applicable state statute governing control of litigation if you are a state or local government entity and pay damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees, costs, penalties, interest and disbursements) finally awarded by a court of competent jurisdiction or included in a settlement approved by SentinelOne. In the event of a Claim pursuant to this Section 9.1, SentinelOne may, at SentinelOne's option and at SentinelOne's expense: (i) obtain for Customer the right to continue to exercise the license granted to Customer under these Terms; (ii) substitute the allegedly infringing component for an equivalent noninfringing component; or (iii) modify the Solutions to make them non-infringing. If (i), (ii), or (iii) is not obtainable on commercially reasonable terms, SentinelOne may terminate these Terms, after providing Customer a reasonable time (no less than 30 days) to transition to an alternative solution, unless SentinelOne determines in its reasonable discretion that such use of the Solutions will likely result in infringement and in such case may terminate these Terms effective immediately with concurrent written notice to Customer. In the event of a termination of these Terms pursuant to this Section 9.1, all rights and licenses with respect to the Solutions will immediately cease. SentinelOne's indemnification obligations do not extend to Claims arising from or relating to: (a) any negligent or willful misconduct of any Customer Indemnitees; (b) any combination of the Solutions (or any portion thereof) by any Customer Indemnitees or any third party with any equipment, software, data or any other materials where the infringement would not have occurred but for such combination, unless such combination is the customary, ordinary, and intended use of the Solutions; (c) any modification to the Solutions by any Customer Indemnitees or any third party where the infringement would not have occurred but for such modification; (d) the use of the Solutions by any Customer Indemnitees or any third party in a manner contrary to the terms of these Terms where the infringement would not have occurred but for such use; or (e) the continued use of the Solutions after SentinelOne has provided a substantially equivalent non-infringing software or service. To the extent permitted by law, this Section 9.1 states Your exclusive remedy for any Claims.

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9.2. **Customer Indemnity**. Customer, at its sole expense, will indemnify SentinelOne and its directors, officers, employees and agents or other authorized representatives ("**SentinelOne Indemnitees**") from and against any Claim, and be liable for any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees, costs, penalties, interest and disbursements) arising out of: (a) Customer's use of the Solutions in breach of these Terms; (b) Customer's use of any third party IP; (c) breach or alleged breach of Customer's obligations under Sections 1.6 (Other Services), 1.7 (Third Party Service) or 3 (Restrictions) herein; or (d) the failure of Your administrators of Your account to maintain the confidentiality of their login information to such account. Notwithstanding anything to the contrary in this Section 9.2, the maximum amount of all monies paid in connection with Your indemnification of the SentinelOne Indemnitees shall not exceed the amount of appropriated funds available at the time payment must be made.

9.3. **Procedures**. The indemnifying Party's indemnification obligations under this Section 9 are conditioned upon the indemnified Party: (i) giving prompt written notice of the Claim to the indemnifying Party once the indemnified Party becomes aware of the Claim (provided that failure to provide prompt written notice to the indemnifying Party will not alleviate an indemnifying Party's obligations under this Section 9 to the extent any associated delay does not materially prejudice or impair the defense of the related Claims); (ii) granting the indemnifying Party the option to take sole control of the defense (including granting the indemnifying Party the right to select and use counsel of its own choosing) and settlement of the Claim (except that the indemnified Party's prior written approval will be required for any settlement that reasonably can be expected to require an affirmative obligation of the indemnified Party); and (iii) providing reasonable cooperation to the indemnifying Party and, at the indemnifying Party's request and expense, assistance in the defense or settlement of the Claim. The foregoing is subject, as applicable, to the requirements of 28 U.S.C. §516, or the applicable state statute governing control of litigation if you are a state or local government entity.

10. Limitation of Liability.

10.1. SUBJECT TO ANY SPECIFIC LIMITATIONS ON LIABILITY STATED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO SENTINELONE (OR PARTNER) FOR 6 MONTHS SUBSCRIPTION FEES AT THE TIME OF THE EVENT OR EVENTS LEADING TO THE ALLEGED DAMAGES.

10.2. IN THE EVENT OF A BREACH OF SECTION 6 (PRIVACY AND SECURITY) BY SENTINELONE, SENTINELONE'S TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO SENTINELONE (OR PARTNER) FOR 12 MONTHS SUBSCRIPTION FEES EFFECTIVE AT THE TIME OF THE EVENT OR EVENTS LEADING TO THE ALLEGED DAMAGES.

10.3. THE LIMITATIONS ON LIABILITY IN SECTIONS 10.1 AND 10.2 SHALL NOT APPLY TO BREACHES OF SECTION 3 (RESTRICTIONS), SECTION 7 (CONFIDENTIALITY) OR TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS (SECTIONS 9.1 AND 9.2), EXCEPT THAT IF YOUR LIABILITY IS LIMITED BY APPLICABLE LAW OR FOR ANY OTHER REASON, OUR LIABILITY WILL BE LIMITED TO THE SAME EXTENT OR TO THE MAXIMUM EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733.

10.4. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF, OR IN CONNECTION WITH THESE TERMS, WHETHER IN CONTRACT,

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TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION 10 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THESE TERMS IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. Term, Termination and Effect of Termination.

11.1. Term. Unless otherwise agreed to in writing among Parties or in a valid Purchase Order among You and a Partner, the term of these Terms will begin on the Effective Date (as defined below) and continue for twelve (12) months (the "**Initial Subscription Terms**"), and thereafter these Terms and the underlying Solutions subscription will renew for additional successive periods if and to the extent a Solutions subscription is purchased through a new Purchase Order ("**Renewal Subscription Term**" and collectively, "**Subscription Term**"). Any Subscription Term may also (i) be terminated in accordance with Section 11.2 below; or (ii) be terminated by Us in accordance with Section 9.1.

11.2. Termination. In addition to Our right to terminate these Terms pursuant to Section 9.1, either Party may terminate these Terms, for cause, if the other Party: (i) materially breaches these Terms and does not cure such breach within thirty (30) days after its receipt of written notice of such breach,; or (ii) becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority. Additionally, You may terminate these Terms for Your sole convenience in accordance with FAR 52.212-4(l) or GSAR 552.212-4(l) if either clause is applicable to the relevant Order. You may terminate these Terms in accordance with FAR 52.212-4(m) or GSAR 552.212-4(m) if either clause is applicable to the relevant Order in the event of our default under the Agreement. We may suspend these Terms by providing concurrent notice to You if We believe that You are using the Solutions in any unauthorized manner likely to cause harm to SentinelOne, the Solutions or a third party, and such harm can only be minimized by suspending the use of the Solutions while a resolution is reached or a dispute resolving such harm is resolved. SentinelOne's termination and suspension rights under this Section 11.2 are subject to and are permitted to the extent that they are not prohibited by 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes).

11.3. Effect of Termination. Upon any termination of these Terms, or in the event of termination of the Agreement in accordance with 41 U.S.C. chapter 71 (Contract Disputes) and FAR 52.233-1 (Disputes): (i) all rights and licenses granted to Customer under these Terms will immediately terminate; (ii) all of Our obligations under these Terms (including, Our performance of the SentinelOne Support) will immediately cease; (iii) there will be no refund for any pre-paid and unused Fees as of the termination date (except where You terminate these Terms due to SentinelOne's material breach or where SentinelOne terminates these Terms under Section 9.1 herein); and (iv) upon receiving a written request from the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party all Confidential Information of the Disclosing Party then in its possession or destroy all copies of such Confidential Information, at the Disclosing Party's sole discretion and direction. Customer will immediately confirm, in writing, that it has complied with this Section 11.3(iv) at Our request. Notwithstanding any terms to the contrary in these Terms, Sections 3 (Restrictions), 4 (Ownership and Reservation of Rights), 7 (Confidentiality), 8.3 (Disclaimer) 9 (Indemnification Obligations), 10 (Limitation of Liability), 11.3 (Effect of Termination) and 12 (General Provisions) will survive any termination of these Terms.

12. General Provisions.

12.1. Entire Agreement. These Terms, together with all exhibits attached thereto (all of which are incorporated herein by reference), set forth the entire agreement and understanding between SentinelOne and You relating to Your subscription to the Solutions, and the Parties herein expressly agree that as between SentinelOne and You, these Terms supersede all prior or contemporaneous potentially or actually conflicting terms in agreements, proposals, negotiations, conversations, discussions and/or understandings, whether written or oral, with respect to its subject matter, except as required by applicable law or, if applicable, GSAR 552.212-4(s). The Parties agree that any term or condition stated in a Partner

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Purchase Order or any other similar order documentation with Partner is between You and the Partner and nothing in these Terms modifies Your terms and conditions with the Partner.

12.2. Independent Contractors. Neither Party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other Party, and the relationship between the Parties will only be that of independent contractors. Neither Party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other Party, whether express or implied, or to bind the other Party in any respect whatsoever. Notwithstanding the foregoing, for any Orders placed by the Customer with a SentinelOne authorized Partner, the Partner may, at our request, bring a claim against you on our behalf to enforce these Terms.

12.3. Governing Law and Venue. If you are a federal government entity, these Terms are governed by the applicable federal laws of the United States. If the federal laws of the United States are not dispositive, then to the extent permitted by federal law, these Terms will be governed by and construed in accordance with the laws of the State of California, without regard to conflict of law principles. These Terms do not affect statutory rights that cannot be waived or changed by contract. If you are a state or local government entity, these Terms are governed by the laws of your state, excluding its conflict of laws principles. The Agreement does not affect statutory rights that cannot be waived or changed by contract

12.4. Publicity. You agree that We may reference and use Your name and trademarks in SentinelOne marketing and promotional materials, including, but not limited to, the Site, solely for purposes of identifying You as Our customer. Otherwise, neither Party may use the trade names, trademarks, service marks, or logos of the other Party without the express written consent of the other Party. If applicable, the foregoing is subject to the limitation of GSAR 552.203-71.

12.5. Assignment. Except to the extent transfer may not legally be restricted, You must not assign these Terms, any Order, or any right or obligation under these Terms, or delegate any performance, without Our prior written consent, which consent will not be unreasonably withheld. Any attempted transfer, assignment or delegation without such consent will be void and without effect. We may assign our right to receive payment in accordance with the Assignment of Claims Act (31 U.S.C. 3727) and FAR 52.212-4(b), and we may assign these Terms to the extent not prohibited by the Anti-Assignment Act (41 U.S.C. 15). Subject to the requirements of FAR 42.12 (Novation and Change-of-Name Agreements), you must recognize our successor in interest following a transfer of our assets or a change in our name. Any attempted assignment or transfer in violation of the foregoing will be void. Subject to the foregoing, the Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns If applicable, transfer by SentinelOne is subject to the requirements of GSAR 552.212-4(w)(xi).

12.6. Export Compliance. The Solutions, and SentinelOne Software or other components of the Solutions which We may provide or make available to You for use by Your users are subject to U.S. export control and economic sanctions laws. You agree to comply with all such laws and regulations as they relate to Your access to and use of the Solutions. You shall not access or use the Solutions if You are located in any jurisdiction in which the provision of the Solutions is prohibited under U.S. or other applicable laws or regulations (a "**Prohibited Jurisdiction**") and You agree not to grant access to the Solutions to any government, entity or individual located in any Prohibited Jurisdiction. You represent, warrant and covenant that (i) You are not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (ii) You are not a national of, or a company registered in, any Prohibited Jurisdiction; (iii) You shall not permit users to access or use the Solutions in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (iv) You shall comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which You and users are located. You represent that neither You nor any of Your subsidiaries is an entity that (a) is directly or indirectly owned or controlled by any person or entity currently included on the Specially Designated Nationals and Blocked Persons List or the Consolidated Sanctions List maintained by the Office of Foreign Assets Control, US Department of the Treasury ("**OFAC**") or other similar list maintained by any governmental entity, or (b) is directly or indirectly owned or controlled by any person or entity that is located, organized, or resident in a country or territory

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that is, or whose government is, the target of sanctions imposed by OFAC or any other governmental entity.

12.7. **Amendments and Waivers**. No modification, addition or deletion, or waiver of any rights under these Terms will be binding on a Party unless made in a written agreement executed by a duly authorized representative of each Party; provided that the foregoing shall not preclude the binding effect of any modifications to the Terms by SentinelOne which solely reflect newly added Other SentinelOne Products and Services, or modifications which augment Customer's rights under these Terms. No failure or delay (in whole or in part) on the part of a Party to exercise any right or remedy hereunder will operate as a waiver thereof or effect any other right or remedy, and no waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default. All rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law.

12.8. **Notices**. Any legal notice (whether these Terms expressly state "written notice" or "notice") or communication required or permitted to be given hereunder must be in writing, signed or authorized by the Party giving notice, and may be delivered by hand, deposited with an overnight courier, sent by confirmed email, confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving Party as identified in a valid Purchase Order, with a copy to SentinelOne to legal.notices@sentinelone.com, or at such other address as may hereafter be furnished in writing by either Party to the other Party. Such notice will be deemed to have been given as of the date it is delivered. Notice is effective on the earlier of 5 days from being deposited for delivery or the date on the confirmed facsimile, confirmed email or courier receipt.

12.9. **Severability**. If any provision of these Terms is deemed invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other provisions of these Terms will nonetheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated by these Terms is not affected in any manner adverse to any Party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the Parties will negotiate in good faith to modify these Terms so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled.

12.10. **Force Majeure**. Neither Party will be responsible for any failure to perform or delay attributable in whole or in part to any cause beyond its reasonable control, including but not limited to acts of God (fire, storm, floods, earthquakes, etc.), civil disturbances, disruption of telecommunications, disruption of power or other essential services, interruption or termination of service provided by any service providers being used by Us, labor disturbances, vandalism, cable cut, computer viruses or other similar occurrences, or any malicious or unlawful acts of any third party (a "**Force Majeure Event**").

12.11. **Effective Date**. These Terms are executed by being directly signed by, or incorporated into a Purchase Order signed by, an individual with authority to bind You and shall have effect as of the date of such signature ("Effective Date").

[Signatures on Following Page]

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IN WITNESS WHEREOF, the Parties authorized representatives have executed these SentinelOne Terms of Service as of the Effective Date.

CUSTOMER: _____	**SentinelOne, Inc.**
By: _____	By: DocuSigned by: David Thompson 57CD8DDAC9944E5...
Name: _____	Name: David Thompson
Title: _____	Title: Associate General Counsel
Date: _____	Date: 5/18/2021
Address: _____	Address: 444 Castro St., Suite 400, Mountain View, CA 94041 USA
Email: _____	Email: legal.notices@sentinelone.com

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"ADDENDUM A"
TO CONTRACT WITH
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Notwithstanding any contractual language to the contrary, the terms and conditions of this "Addendum A" shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this "Addendum A" is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida ("SBCC") shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools ("District"), and all Board officers and employees. This Addendum A shall be incorporated into and become part of the Terms of Service (the "Terms") entered into between SentinelOne, Inc. (SentinelOne) and SBCC as of April __, 2021.

1. SentinelOne shall be referred to herein as the "Contractor".

2. CONTRACTOR represents that it is an independent contractor and that it requires that the SBCC treat it as such. CONTRACTOR agrees:
   a. That it has no rights to any benefits extended by the SBCC to its employees including without limitation, sick leave, vacation time, insurance coverage, etc.;
   b. That it will not take a position contrary to their status as an independent contractor, and agrees to accept the responsibilities placed on independent contractors by federal and state law accordingly, the SBCC will not make the deductions or contributions that an employer may be required to make with respect to its employees, and the undersigned will be responsible for all federal and state tax and fund obligations, including without limitation, income tax, Social Security, unemployment compensation, etc.];
   c. CONTRACTOR agrees, as an independent contractor and not an employee of the SBCC, it is responsible for providing their own Worker's Compensation Insurance and social security/self-employment contributions.

3. Reserved.

4. CONTRACTOR agrees to be bound by, and at its own expense comply with, all federal, state, and local laws, ordinances, and regulations applicable to the services. CONTRACTOR shall review and comply with the confidentiality requirements of federal and state law and the SBCC policy regarding access to and use of records.

5. Reservation of Sovereign Immunity: No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the SBCC's liability beyond that which is set forth in Section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the SBCC's sovereign immunity from suit, or to require the SBCC to indemnify CONTRACTOR or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the SBCC. The SBCC expressly reserves all other protections and privileges related to its sovereign immunity.

6. CONTRACTOR will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR warrants and represents to the SBCC that it possesses the expertise, capability, equipment and personnel to properly perform the services and that it is properly and legally licensed to perform the services. CONTRACTOR acknowledges that the SBCC is relying on the warranties and representations made by CONTRACTOR.

7. Reserved.
8. Reserved.

9. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such

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cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

10. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.

11. Reserved.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Clay County, Florida.

13. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.

14. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.

15. Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.

16. The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of this Agreement.

17. CONTRACTOR shall retain records associated with the services and/or products provided herein for a period of three years following final payment. CONTRACTOR shall, with reasonable notice, provide the SBCC access to these records during the above retention period.

18. Jessica Lunsford Act: If CONTRACTOR goes onsite to any reason, SBCC is required to conduct background screening of CONTRACTOR (including its employees, agents, and sub-contractors) (go to Clay County District Schools website for fingerprinting procedures). CONTRACTOR represents and warrants to the SBCC that CONTRACTOR is familiar with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes at CONTRACTOR's sole expense and shall provide the SBCC proof of such compliance upon request.

    Certification: By executing this Agreement, CONTRACTOR swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with these procedures, the requirements of the Jessica Lunsford Act (if and when applicable), SBCC's finger printing procedures, and the laws of the State of Florida. Failure to comply with these procedures, the Act, SBCC's finger printing procedures, and the law of the State of Florida shall constitute a material breach of the Agreement, and SBCC may avail itself of all remedies pursuant to law. CONTRACTOR agrees to indemnify and hold harmless SBCC, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to CONTRACTOR's failure to comply with any of the above.

19. E-Verify: CONTRACTOR named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, the CONTRACTOR certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The CONTRACTOR must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the CONTRACTOR that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, Florida Statutes, the SBCC shall terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), F.S. If the SBCC has a good faith belief that the subcontractor, without the knowledge of the CONTRACTOR, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the SBCC shall notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. If the

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SBCC terminates an Agreement with a CONTRACTOR pursuant to sec. 448.095(2)(c), F.S., the CONTRACTOR will not be awarded a public contract for at least one year after the date of such termination.

20. The CONTRACTOR certifies that CONTRACTOR is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.

21. CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of CONTRACTOR:

General Liability Policy:	Auto Liability Policy:	Worker's Compensation Policy:
$1,000,000.00 per occurrence	$1,000,000.00 combined single limit	$100,000
$2,000,000.00 aggregate	$5,000,000.00 (if charter or common carrier)	**Exempt, need signed WCAF*

**If the CONTRACTOR is exempt from Worker's Compensation insurance obligations, the CONTRACTOR must sign the Worker's Compensation Acknowledgment Form (WCAF) attached hereto as Exhibit # 1 .*

All policies of insurance shall be rated "A-" or better by the most recently published A.M. Best Rating. The SBCC shall be named as certificate holder and as an *additional insured* in the Commercial General Liability general (including property damage) liability policy within five (5) days after execution of this Agreement. CONTRACTOR shall furnish the SBCC's Representative copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder.

Receipt of certificates or other documentation of insurance, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

22. CONTRACTOR shall not solicit or accept brokerage or any other fees or remuneration from any provider of the SBCC insurance program.

23. CONTRACTOR recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter "Confidential Information"). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR's facilities and equipment. CONTRACTOR understands and agrees that it is subject to all federal and state laws and SBCC rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.

24. CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR's duties under this Agreement, and will specifically:
    a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
    b. Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
    c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
    d. Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR's possession or otherwise keep and maintain such data/records as required by law. All

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records transmitted to the SBCC must be provided in a format that is compatible the SBCC's information technology systems.

e. The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):
   a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
   b) CONTRACTOR that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.07(5)(a)2 and 6]

CONTRACTOR's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SBCC'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

25. Government Funding (if Applicable): Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not limited to Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20,31,40,41.

    To the extent that the SBCC is using Government Funds as a source of payment for this Agreement, CONTRACTOR shall execute and deliver to the SBCC the following forms, attached hereto as Exhibit # 2 : (a) EDGAR Certification; (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest.

SBCC'S Representative with CONTRACTOR is: _____

School/Department Name: _____

Mailing Address: _____

Phone #: _____ Email Address: _____

Accepted and Agreed to:

SCHOOL BOARD OF CLAY COUNTY

By: _____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR

By: David Thompson

Print Name: DocuSigned by: David Thompson

Title: Associate General Counsel

Date: 5/18/2021

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NOTIFICATION DOCUMENT

Waiver Requires Signature At Time Of Entrance On SBCC Property

Masks are Mandatory and a signed COVID-19 Waiver will be required by all Vendors, Visitors, Volunteers, Non-Employees, ETC. conducting business on our property.

COVID-19 WAIVER

SCHOOL BOARD OF CLAY COUNTY, FLORIDA
RELEASE OF LIABILITY AND ASSUMPTION OF RISK RE: COVID 19 INFECTION

In consideration of being allowed to participate in any way in any activity which takes place on Clay County School District ("CCSD") property (facilities or grounds) I, the undersigned vendor, volunteer, parent, or legal guardian, acknowledge, understand, and agree that by participating in events and activities at Clay County School District facilities/property: (1) there are certain risks to me and my child(ren) arising from or related to possible exposure to communicable diseases including, but not limited to, COVID-19, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"); (2) I am fully aware of the hazards associated with such Communicable Diseases and; (3) I knowingly and voluntarily assume full responsibility for any and all risk of personal injury or other loss that I may sustain in connection with such Communicable Diseases, and: (4) I, for myself or for my minor child(ren) or ward(s), and on behalf of my/our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE CLAY COUNTY SCHOOL BOARD ("The District") and its officers, officials, agents, representatives, employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises upon which CCSD related events and activities take place (the "Released Parties"), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any ILLNESS, INJURY, DISABILITY, DEATH, OR OTHER DAMAGES incurred due to or in connection with any Communicable Diseases, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by law.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I certify that I am the legal parent/guardian of the MINOR CHILDREN listed below, and that I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE and affirm that I, on behalf of myself and my minor child(ren), do consent and agree to the complete, total and unequivocal release of all the Released Parties as provided above.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

SentinelOne, Inc. DocuSigned by: David Thompson 57CD80DAC9944E5...
Participant/Vendor/Volunteer/Parent Signature

5/18/2021
Date

David Thompson
Printed Name

Name of each minor child for whom this Release applies, **if applicable**:

_____ _____

_____ _____

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Exhibit # 1

WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.
9. Contactor had an opportunity to review and consult with legal counsel regarding this document.
10. Contactor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

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Name of Contractor/Vendor: SentinelOne, Inc.

Signature of Authorized Representative: DocuSigned by: David Thompson 57CD8DDAC9944E5...

Printed Name of Authorized Representative: David Thompson

Title of Authorized Representative: Associate General Counsel

Date: 5/18/2021

Exhibit # 2 (a)

EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of $10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29

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EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, ort voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been

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EDGAR CERTIFICATIONS (continued)

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS ACCESS AND RETENTION

Records Access (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: SentinelOne, Inc.

Signature of Authorized Representative: DocuSigned by: David Thompson 57CD8DDAC8944E5...

Print Name of Authorized Representative: David Thompson

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Exhibit # 2 (b)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:

a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or

d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor: SentinelOne, Inc.

David Thompson	Associate General Counsel
Printed Name	Title of Authorized Representative
Signature: DocuSigned by: David Thompson 57CD8DDAC9844E5...	Date: 5/18/2021

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Exhibit # 2 (c)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Fla. Stat., as follows:

IDENTICAL TIE BIDS – A bid or contract received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors has a drug-free workplace program. To obtain such preference, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction or plea of guilty or no contest to any violation of Chapter 893 or of any controlled substance laws of the United States or the State of Florida, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: SentinelOne, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

David Thompson	DocuSigned by: David Thompson 57CD8DDAC9044E5...
(Printed Name)	(Signature)
Associate General Counsel	5/18/2021
(Title)	(Date)

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DocuSign Envelope ID: F9B3D9EC-AF4F-4AF2-81C7-F19180FC92AB

Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF CLAY)

My name is (*INSERT NAME* David Thompson). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

4) (*INSERT NAME OF COMPANY* SentinelOne, Inc.) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (*INSERT NAME OF COMPANY* SentinelOne, Inc.) understands and acknowledges that the above representations are material and important, and will be relied on by the School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein stated shall be treated as intentional concealment of the true facts relating to submission of offers for this contract.

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CONTRACTOR NAME: SentinelOne, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

David Thompson	DocuSigned by: David Thompson 67BB8BDAC6044EE...
(Printed Name)	(Signature)
Associate General Counsel	5/18/2021
(Title)	(Date)

DocuSign Envelope ID: F9B3D9EC-AF4F-4AF2-81C7-F19180FC92AB

Exhibit # 2 (e)

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBCC Title or Position of Bidder's Employee	SBCC Department/ School of Bidder's Employee

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Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBCC.

☒ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBCC have been identified above.

DocuSigned by:
David Thompson
Signature

SentinelOne, Inc.
Company Name

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/6/2020

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 Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: PHONE (A/C, No, Ext): 415-391-2141 FAX (A/C, No): 415-989-9923 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Lloyds of London - Hiscox	NR	
INSURER B : National Fire Insurance Company of Hartford	A	20478
INSURER C : Continental Insurance Company	A	35289
INSURER D : Continental Casualty Company	A	20443
INSURER E : Underwriters at Lloyd's & Cos.	NR	
INSURER F : Berkley Insurance Company	A+	32603

INSURED: SENTLAB-01
Sentinel Labs Inc DBA SentinelOne
605 Fairchild Drive
Mountain View CA 94043

COVERAGES **CERTIFICATE NUMBER:** 652926891 **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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			6057056548	5/5/2020	5/5/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			6057056520	5/5/2020	5/5/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6071845710	5/5/2020	5/5/2021	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6080911132 6080911146	5/5/2020 5/5/2020	5/5/2021 5/5/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A E F	Cyber/ Errors & Omissions Excess Cyber Crime			221687020 W2B331200101 BCCR4500391120	5/5/2020 5/5/2020 5/31/2020	5/5/2021 5/5/2021 5/5/2021	Limit: Limit: Limit:	10,000,000 5,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Cyber: Endurance American Specialty Insurance Company Policy #PRX3002078100(10/15/2020-5/5/2021) - Limit: $5,000,000
Excess Cyber: Berkley Assurance Company Policy #BCRS23000267(10/14/2020-5/5/2021) - Limit: $5,000,000
Issued for Evidence of Insurance Purposes Only

CERTIFICATE HOLDER

Sentinel Labs Inc DBA SentinelOne
605 Fairchild Drive
Mountain View CA 94043

CANCELLATION

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/6/2020

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PRODUCER
Woodruff-Sawyer & Co.
50 California Street, Floor 12
San Francisco CA 94111

CONTACT NAME:
PHONE (A/C, No, Ext): 415-391-2141 **FAX (A/C, No):** 415-989-9923
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C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6071845710	5/5/2020	5/5/2021	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
D D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6080911132 6080911146	5/5/2020 5/5/2020	5/5/2021 5/5/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
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AUTHORIZED REPRESENTATIVE

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carahsoft

CARAHSOFT'S RESPONSE TO THE

Region 14 Education Service Center

NCPA

National Cooperative Purchasing Alliance

REQUEST FOR PROPOSAL

Software Products and Services

SOLICITATION NO. 28-18

Tuesday,
November 13, 2018

CARAHSOFT TECHNOLOGY CORP.
1860 MICHAEL FARADAY DRIVE, SUITE 100
RESTON, VA 20190

888.66.CARAH | WWW.CARAHSOFT.COM

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carahsoft.

November 13, 2018

Region 14 ESC
1850 Highway 351
Abilene, Texas 79601

Re: Carahsoft's Response to the Region 14 ESC's Request for Proposal for Software Products and Services, Solicitation # 28-18

Dear Region 14 ESC and NCPA Team,

Carahsoft Technology Corp. appreciates the opportunity to respond to the Region 14 ESC's Request for Proposals for Software Products and Services. Carahsoft is proposing a number of our software products and services solution providers which fully meets the Region 14 ESC's requirements. Our team has fully considered the Region 14 ESC's requirements outlined in the Request for Proposals, and has carefully put together a solution that will best meet your needs.

Carahsoft is submitting as a current Region 14 ESC and NCPA contract holder and reseller for a number of its software products and services solution providers. Carahsoft has sold multiple different software and hardware solutions to varying agencies through its current NCPA contract.

Please feel free to contact me directly at 703.581.6727/Delaney.Jones@carahsoft.com or Robert Moore at 703.871.8504/Robert.Moore@carahsoft.com with any questions or communications that will assist Region 14 in the evaluation of our response. This proposal is valid for 120 days from the date of submission.

Thank you for your time and consideration.

Sincerely,

Delaney Jones
Contract Specialist

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EXECUTIVE SUMMARY

Solution Overview

Carahsoft Technology Corporation understands that Region 14 ESC is seeking Software Products and Services. As the Prime Contractor, Carahsoft has assembled a team for the initiative that includes our various software and solution providers as the best solution to meet Region 14 ESC's requirements.

Prime Contractor: Carahsoft Technology Corp.

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies since 2004. Carahsoft has built a reputation as a customer-centric real-time organization with unparalleled experience and depth in government sales, marketing, and contract program management. This experience has enabled Carahsoft to achieve the top spot in leading public sector software license resellers.

VENDOR RELATIONSHIPS – Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships.

PROVEN EXECUTION – Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. Carahsoft seamlessly generates quotes within 30 minutes or less and processed over 85,000 orders in 2017 that were each completed the same day received.

CONTRACT VEHICLES – Over the past 14 years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

GROWTH & STABILITY – Carahsoft has continued to show impressive growth year after year, with annual revenue of $3.4 million in our first year in 2004 to $4.4 billion in 2017. In September of 2017, 10,705 orders were processed worth over $1 billion. We are a stable, conservative, and profitable company and have received numerous accolades, as detailed on our awards page: http://www.carahsoft.com/awards.

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TAB 1 – SIGNATURE FORM

Please find Carahsoft's completed Signature Form beginning on the following page.

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Tab 1 – Master Agreement
General Terms and Conditions

- Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

- Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
  - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

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- Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

- Adding authorized distributors/dealers
  - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
  - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
  - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
  - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

- Pricing
  - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
  - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- Warranty
  - Proposals should address each of the following:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
- Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

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- Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
  - Any protest review and action shall be considered final with no further formalities being considered.

- Force Majeure
  - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
  - The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the

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United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- Prevailing Wage
  - It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- Miscellaneous
  - Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- Open Records Policy
  - Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
  - The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

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Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $10 - $20 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

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- Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

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Evaluation Criteria

- Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.

- References (15 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- Technology for Supporting the Program (10 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services

- Value Added Services Description, Products and/or Services (10 points)
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service

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Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Carahsoft Technology Corporation
Address	1860 Michael Faraday Drive, Suite 100
City/State/Zip	Reston, VA 20190
Telephone No.	703.871.8500
Fax No.	703.871.8505
Email address	Kristina.Smith@Carahsoft.com
Printed name	Kristina Smith
Position with company	Director of Contracts
Authorized signature	Kristina Smith

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TAB 2 – NCPA ADMINISTRATION AGREEMENT

Please find Carahsoft's completed NCPA Administration Agreement beginning on the following page.

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Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of December 3, 2018, by and between National Cooperative Purchasing Alliance ("NCPA") and Carahsoft Technology Corp ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 3, 2018, referenced as Contract Number 01-86, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Software Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

- General Terms and Conditions
  - The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
  - NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
  - Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
  - NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
  - With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

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14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

- Term of Agreement
  - This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

- Fees and Reporting
  - The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

  - Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

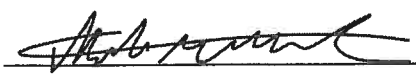
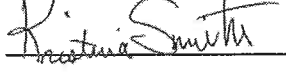
Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

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- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

- General Provisions
  - This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
  - Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
  - If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
  - Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
  - This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
  - All written communications given hereunder shall be delivered to the addresses as set forth below.

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National Cooperative Purchasing Alliance:		**Vendor:**	Carahsoft Technology Corporation
Name:	Matthew Mackel	Name:	Kristina Smith
Title:	Director, Business Development	Title:	Director of Contracts
Address:	PO Box 701273	Address:	1860 Michael Faraday Drive, Suite 100
	Houston, TX 77270		Reston, VA 20190
Signature:		Signature:	
Date:	December 3, 2018	Date:	11/09/18

TAB 3 – VENDOR QUESTIONNAIRE

Please find Carahsoft's completed Vendor Questionnaire beginning on the following page.

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Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

- States Covered
  - Bidder must indicate any and all states where products and services can be offered.
  - Please indicate the price co-efficient for each state if it varies.

☒ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

☐ Alabama	☐ Maryland	☐ South Carolina
☐ Alaska	☐ Massachusetts	☐ South Dakota
☐ Arizona	☐ Michigan	☐ Tennessee
☐ Arkansas	☐ Minnesota	☐ Texas
☐ California	☐ Mississippi	☐ Utah
☐ Colorado	☐ Missouri	☐ Vermont
☐ Connecticut	☐ Montana	☐ Virginia
☐ Delaware	☐ Nebraska	☐ Washington
☐ District of Columbia	☐ Nevada	☐ West Virginia
☐ Florida	☐ New Hampshire	☐ Wisconsin
☐ Georgia	☐ New Jersey	☐ Wyoming
☐ Hawaii	☐ New Mexico	
☐ Idaho	☐ New York	
☐ Illinois	☐ North Carolina	
☐ Indiana	☐ North Dakota	
☐ Iowa	☐ Ohio	
☐ Kansas	☐ Oklahoma	
☐ Kentucky	☐ Oregon	
☐ Louisiana	☐ Pennsylvania	
☐ Maine	☐ Rhode Island	

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☒ **All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- ☐ American Somoa
- ☐ Federated States of Micronesia
- ☐ Guam
- ☐ Midway Islands
- ☐ Northern Marina Islands
- ☐ Puerto Rico
- ☐ U.S. Virgin Islands

- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
    - Minority / Women Business Enterprise
      - Respondent Certifies that this firm is a M/WBE ☐
    - Historically Underutilized Business
      - Respondent Certifies that this firm is a HUB ☐
- Residency
  - Responding Company's principal place of business is in the city of Reston, State of VA
- Felony Conviction Notice
  - Please Check Applicable Box;
    - ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
    - ☒ Is not owned or operated by anyone who has been convicted of a felony.
    - ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony
  - If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.
- Distribution Channel
  - Which best describes your company's position in the distribution channel:
    - ☐ Manufacturer Direct
    - ☐ Authorized Distributor
    - ☒ Value-added reseller
    - ☐ Certified education/government reseller
    - ☐ Manufacturer marketing through reseller
    - ☐ Other: _____
- Processing Information
  - Provide company contact information for the following:
    - Sales Reports / Accounts Payable

      Contact Person: James Roman
      Title: Contract Specialist
      Company: Carahsoft Technology Corporation
      Address: 1860 Michael Faraday Drive, Suite 100
      City: Reston State: Virginia Zip: 20190
      Phone: 703.581.6731 Email: James.Roman@Carahsoft.com

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- Purchase Orders

  Contact Person: Karina Woods
  Title: Customer Operations
  Company: Carahsoft Technology Corporation
  Address: 1860 Michael Faraday Drive, Suite 100
  City: Reston State: Virginia Zip: 20190
  Phone: 703.871.8516 Email: Karina.Woods@Carahsoft.com

- Sales and Marketing

  Contact Person: Katharine Awad
  Title: Marketing Coordinator
  Company: Carahsoft Technology Corporation
  Address: 1860 Michael Faraday Drive, Suite 100
  City: Reston State: Virginia Zip: 20190
  Phone: 703.230.7599 Email: Katharine.Awad@Carahsoft.com

- Pricing Information
  - In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
    - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

    [X] Yes [ ] No
  - Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

    [X] Yes [ ] No
  - Vendor will provide additional discounts for purchase of a guaranteed quantity.

    [X] Yes [ ] No

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TAB 4 – VENDOR PROFILE

Company's official registered name.

Carahsoft Technology Corporation.

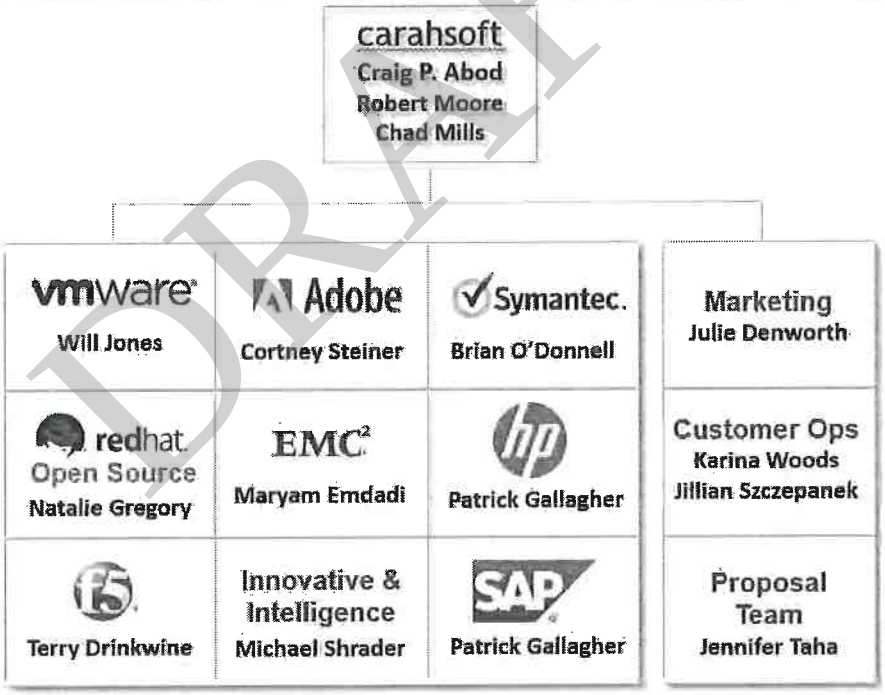
Brief history of your company, including the year it was established.

Incorporated in 1999, Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies since 2004. Carahsoft has built a reputation as a customer-centric real-time organization with unparalleled experience and depth in government sales, marketing, and contract program management. This experience has enabled Carahsoft to achieve the top spot in leading software license GSA resellers.

Company's Dun & Bradstreet (D&B) number.

088365767

Company's organizational chart of those individuals that would be involved in the contract.



Corporate office location.

1860 Michael Faraday Drive, Suite 100
Reston, VA 20190

List the number of sales and services offices for states being bid in solicitation.

Carahsoft currently operates out of its corporate headquarters located in Reston, VA. As a nationally active IT reseller, Carahsoft has multiple employees that work remotely and focus their attention on states outside of Virginia. These states include, but are not limited to, Texas, Washington, North Carolina, and Louisiana.

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List the names of key contacts at each with title, address, phone and e-mail address.

James Roman – Contract Specialist
1860 Michael Faraday Drive, Suite 100
Reston, VA 20190
703.581.6731
James.Roman@Carahsoft.com

Robert R. Moore
Home Office
703.871.8504
Robert.Moore@Carahsoft.com

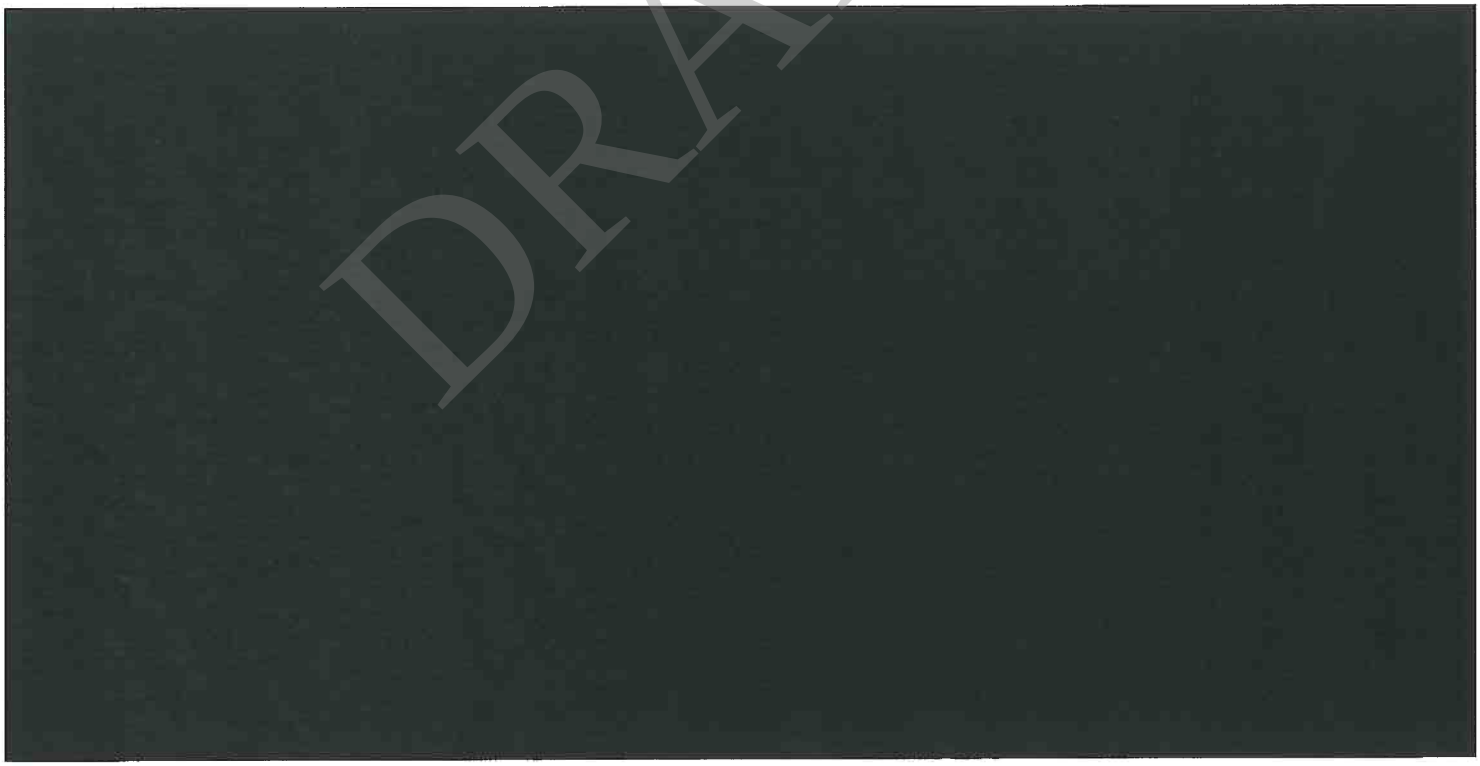
Define your standard terms of payment.

Carahsoft utilizes Net 30 payment terms.

Who is your competition in the marketplace?

As an IT reseller and distributor, Carahsoft works together with a number of other companies and strives to maintain positive relationships in the IT industry. There are few companies that Carahsoft would label as a direct competitor because the IT business requires cooperation on all levels.

Value Added Resellers distributing to State, Local and Federal agencies such as Immix would be considered Carahsoft's competitors.



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What differentiates your company from competitors?

Carahsoft has a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships. Carahsoft offers a vast portfolio and provides many value adds that other large reseller companies cannot attain.

Describe how your company will market this contract if awarded.

Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 2,000 public-sector marketing campaigns and events each year, including contract-specific promotional activities. These include but are not limited to:

- News announcements
- Social media promotion (Twitter, Linked In, Facebook, Carahsoft Community)
- Website content/reciprocal links (Carahsoft website page; content for contract sponsor page)
- Marketing materials (FAQs, contract overviews, solution spec sheets, powerpoint slides)
- Training documents
- Co-branded tradeshow graphics, giveaways, display materials
- Tradeshow participation (national, state and local government and education shows)
- Digital and print ads
- Webinars
- Email campaigns
- Proactive marketing opportunity tar available through:
  - National Coalition for Public Procurement (NCPP) – publicprocurementcoalition.org
  - Institute for Public Procurement (NIGP) – nigp.org
  - National Association of Counties (NACo) – naco.org
  - The United States Conference of Mayors – usmayors.org
  - National League of Cities – nlc.org
  - National Governors Association – nga.org
  - Relevant State Associations

Describe how you intend to introduce NCPA to your company.

As a current contract holder our salesforce is already accustomed to promoting and utilizing NCPA contracts.

Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Carahsoft will publish the Region 14 ESC & NCPA catalog online upon contract award. Carahsoft is committed to electronic order processing. In fact, one of the ways Carahsoft exchanges information is through the use of the Electronic Data Interchange (EDI) standard. EDI is a document standard which acts as common interface between two or more computer applications. Carahsoft has been using EDI for more than five years and has it running with any of our vendors that have requested it. It takes approximately two to eight weeks to set up a new EDI interface so that Carahsoft can perform strict quality testing to ensure accuracy. The large vendors that we exchange orders with using EDI include VMware, Red Hat, Adobe, and Symantec. Currently 70 - 90% of all Carahsoft orders are processed using EDI.

Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Carahsoft's standard business hours are 8:30 am – 5:30 pm EST Monday-Friday, with representatives working outside of these hours to help cover different time zones. Carahsoft strives to have representatives available for all customers during all business hours. If a customer contacts Carahsoft outside of these hours, Carahsoft will respond to any missed calls, voicemails, or E-mails at the earliest appropriate time.

Green Initiatives

As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing, and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

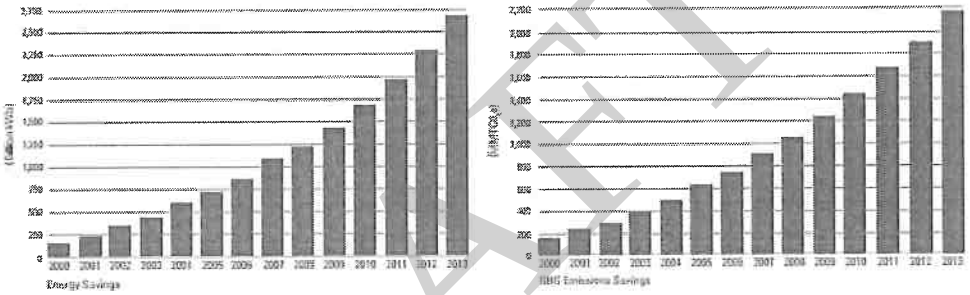
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Environmental Strategy: Carahsoft measures the success of our recycle programs by tracking the amount of recycle material that leaves the building. This amount should never go down, but only up. We also carefully monitor our electricity bills to ensure there are no spikes in usage.

Initiatives:

1. Carahsoft has implemented VMware internally which moves our servers to a virtualized cloud environment thus eliminated the need for physically servers as we've grown in size. This has drastically reduced our server footprint allowing us to save thousands of dollars annually on heating and cooling of our data center. If we do not use VMware, we would have over 20 servers instead of the two that we actually have. This also allows us to reduce our energy consumption, minimize the amount of greenhouse gas omitted into the atmosphere.

2. Carahsoft also uses only Energy Star compliant hardware which substantially uses less electricity when items are not in use and protecting the climate. As shown in the EPA chart below, Energy Star compliance has brought significant energy savings and emissions savings to businesses that use compliant products.



3. Carahsoft hosts hundreds of virtual events including webinars each year. By hosting so many virtual events, Carahsoft is able to reduce the amount of in-person events and avoid their carbon impact. Additionally, Carahsoft archives these events for viewing in the future as shown below:

VMware Archived Events

- **VMware Webcast:**
  Deliver Applications and Infrastructure Efficiently with Hybrid Cloud
  December 16, 2014
- **VMware Webcast:**
  Simplify IT Procurement with the VMware ELA for the US Army
  December 11, 2014
- **VMware Webcast:**
  Intrinsic Security with High Availability
  December 4, 2014
- **VMware Webcast:**
  Manage Mobile Architecture, Devices and Users with AirWatch
  November 18, 2014
- **VMware Webcast:**
  Streamlining and Automating Data Center Infrastructure
  October 30, 2014
- **VMware Webcast:**
  Prepare for Nature's Most Common Disruptions with VMware
  September 18, 2014
- **VMware Webcast:**
  Transform Data Center Security with Network Micro-Segmentation
  August 21, 2014
- **VMware Webcast:**
  Anytime, Anywhere Desktops: Using DaaS for Seamless End User Transitions
  August 7, 2014
  Speaker: Josh Spencer, Sr. Systems Engineer and End User Computing Specialist at VMware Inc.

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4. Carahsoft utilizes email blasts instead of sending marketing material to cut down on the amount of paper products and shipping that mailing would entail. For example, in January 2015, Carahsoft sent out 105 email blasts.

5. Carahsoft's Proposal Department promotes the recycling of paper, bottles and aluminum cans by providing blue recycle bins in all common areas for each type of recycling material.
6. Carahsoft uses lights in the office on a timer to ensure that all lights are off in the building when employees are not working. Additionally, the bathroom lights are motion detected so the lights are not on when no one is using it, which reduces the use of electricity. On the newer side of the building, we utilize paperless hand dryers to cut down on our use of paper products.

7. Carahsoft has created a Carpool Incentive program to encourage employees to carpool to cut down on fuel consumption and emissions. Employees who carpool with at least two other Carahsoft employees are issued carpool parking permits and may park in reserved preferential parking. Currently, a quarter of Carahsoft's staff carpools each day into the office.

8. Carahsoft enforces a non-smoking initiative both within our office and in the surrounding environment. Carahsoft also encourages employees to engage in a smoke-free, healthy lifestyle.

Vendor Certifications (if applicable)
Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Carahsoft is licensed to do business in all 50 states, as demonstrated in our performance on the current Region 14 ESC & NCPA contract Carahsoft runs. Specific licenses for states can be provided upon request.

In addition to Carahsoft's extensive initial and ongoing training regimen, every Sales Person at Carahsoft must complete their manufacture's specialty program. Each manufacturer's curriculum focuses primarily on the technical and support issues around their particular technology. Like all of Carahsoft's software sales and customer service representatives, they are also required to achieve and maintain the latest sales certifications within areas such as:

1. Virtualization (server/desktop/storage)
2. Desktop Publishing
3. Online/Web Collaboration
4. IT and Cyber Security
5. Information Resource Planning
6. IT Infrastructure and Support
7. Other areas of specialty

Please find below a chart indicating all the Carahsoft team members who have undergone specialized training in addition to the items described above. This list is constantly being updated as more team members complete additional training and receive certifications.

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Vendor Team	Certified Professionals
Adobe	50
Akamai	8
Atlassian	7
AWS	7
Data Domain	13
Dell-EMC	13
DocuSign	4
F5	19
FireEye	10
Gigamon	6
Google	22
IBM	5
Imperva	3
Infoblox	3
MicroFocus	11
Nimble	12
Okta	3
OSIsoft	3
Palo Alto	21
Red Hat	59
SAP	3
ServiceNow	15
Splunk	47
Symantec	25
Tableau	42
Trend Micro	2
Veritas Technologies	22
VMware Inc	94
zScaler	1

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TAB 5 – PRODUCTS AND SERVICES SCOPE

Animation and Modeling
Adobe
Feature Labs Inc.
FM Systems
Map Anything
ThreatConnect Inc

K12
Salesforce
SAP

Operating Systems and Utilities
Accela
Apstra
Arbola
Autodesk

Compliance
Adobe
Forum Systems
OPSWAT, Inc
Qualys
RSA
Safebreach
Sailpoint Technologies
Splunk
Symantec
Tripwire
Virtustream

Software Asset Management
ServiceNow
Symantec

Programming
Redhat

Digital Publishing
Adobe

Health and Sciences
Accela
Alfresco
BlueData
CA Technologies
FeatureLabs, Inc
Redhat
Sailpoint Technologies
Salesforce
TIBCO

Portfolio Management
CA Technologies
InQuisient
Micro Focus
ServiceNow

Publishing
Adobe
Hootsuite

Training
Adobe
F5 Networks
Hootsuite
LinkedIn
Nvidia
SAP

Engineering and CAD
Autodesk
F5 Networks, Inc
Feature Labs, Inc
OPSWAT, Inc
Tempered Networks
Trimble
Tripwire
Waterfall Security

Security
Adobe
Akamai
Blackberry
Center for Internet Security
CyberArk
Cylance
Denodo Technologies
Exabeam
F5 Networks
FeatureLabs
FireEye
Forum Systems
Gigamon
Google
Imperva
Lookout
Okta, Inc
OPSWAT, Inc
Qualys
RSA
Safebreach
Sailpoint Technologies
Secureworks
Securonix
ServiceNow
Skybox Security
Sonatype
Splunk
Symantec
Thales e-Security Inc
TIBCO
Trend Micro
Trustwave
Valimail
VMware
Water Security
Zscaler

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TAB 7 – PRICING

Carahsoft's price lists have been included electronically as requested. The files containing the price lists have been included with the electronic versions of Carahsoft's proposal, as well as separately on USB's labelled "Carahsoft's Price Lists."

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TAB 8 – VALUE ADDED PRODUCTS AND SERVICES

All of the products and services being provided as part of this response fit within the scope of the RFP.

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REQUIRED DOCUMENTS

Clean Air and Water Act / Debarment Notice

Please find the completed Clean Air and Water Act / Debarment Notice beginning on the following page.

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Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Carahsoft Technology Corporation
Print Name	Kristina Smith
Address	1860 Michael Faraday Drive, Suite 100
City, Sate, Zip	Reston, VA 20190
Authorized signature	Kristina Smith
Date	11/10/18

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Contractors Requirements

Please find the signed Contractors Requirements beginning on the following page.

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Contractor Requirements

Contractor Certification
Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature Kristine Smith

Date 11/10/18

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Antitrust Certification Statements

Please find the completed Antitrust Certification Statements beginning on the following page.

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Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

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Company name	Carahsoft Technology Corporation
Address	1860 Michael Faraday Drive, Suite 100
City/State/Zip	Reston, VA 20190
Telephone No.	703.871.8500
Fax No.	703.871.8505
Email address	Kristina.Smith@Carahsoft.com
Printed name	Kristina Smith
Position with company	Director of Contracts
Authorized signature	Kristina Smith

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

We have included the FEMA Standard Terms and Conditions Addendum for Contracts and Grants beginning on the following page.

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FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
    a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
    b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
    c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
    d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
    e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
    f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation play issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions 72 regarding patents:
    a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
    a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
        1) The copyright in any work developed under a grant or contract; and
        2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.
7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

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Required Clauses for Federal Assistance by FTA

Please find the Required Clauses for Federal Assistance by FTA beginning on the following page.

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Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

   b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

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employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicablerequirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

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2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

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Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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State Notice Addendum

We have included the State Notice Addendum beginning on the following page.

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State Notice Addendum

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml
http://nces.ed.gov/globallocator/
https://harvester.census.gov/imls/search/index.asp
http://nccsweb.urban.org/PubApps/search.php
http://www.usa.gov/Government/Tribal-Sites/index.shtml
http://www.usa.gov/Agencies/State-and-Territories.shtml
http://www.nreca.coop/about-electric-cooperatives/member-directory/
https://sos.oregon.gov/blue-book/Pages/state.aspx
https://portal.ehawaii.gov/government/
https://access.wa.gov/governmentagencies.html

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IN SUMMARY

Carahsoft Technology Corporation appreciates the opportunity to offer this solution for Region 14 ESC's initiative.

The Carahsoft Team has proposed a superior and cost-effective solution that fully complies with the Region 14 ESC's requirements set forth in Solicitation # 28-18. We understand the importance of your project goals, and we are confident you will benefit from this solution and our expertise.

Carahsoft looks forward to the opportunity to speak with you regarding the details of this proposal, as well as the opportunity to work with Region 14 ESC on this project.

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June 3, 2021 - Regular School Board Meeting

Title

C4 - Personnel Consent Agenda

Description

Florida Statutes, State Board Rules and Clay County School Board Policies require Board notification and/or action regarding decisions and recommendations of the Superintendent related to Personnel matters. Actions regarding personnel have been recommended by Supervisors, approved by the Superintendent and are being forwarded to the Board for action or, if appropriate, for information. Personnel Actions, Transfer Requests, Pre-employments, Leave Forms or Directives from the Superintendent are available for review in the Human Resources Division.

Gap Analysis

These personnel actions are necessary for the effective operation of the school district.

Previous Outcomes

The Clay County School Board has approved each month a Personnel Consent Agenda which contains appointments, re-appointments, transfers, redesignations, retirements, resignations, and conclude employments.

Expected Outcomes

Approval of the Personnel Consent Agenda.

Strategic Plan Goal

Goal 5: Develop and support great educators, support personnel, and leaders.

Initiative 5.1.1 - Recruit and retain highly skilled, qualified, and diverse educators, leaders, and support staff.

Recommendation

To approve the Personnel Consent Agenda.

Contact

Brenda G. Troutman, Assistant Superintendent for Human Resources. (904) 336-6701 Brenda.Troutman@myoneclay.net

Financial Impact

Personnel changes involving already-allocated positions will result in salary impact per the current Board-approved Salary Schedule. This also includes supplemental positions. See current backup for allocation changes for impact of new positions.

Review Comments

Attachments

Personnel Consent Agenda 6.3.2021.pdf

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DIVISION OF HUMAN RESOURCES
PERSONNEL CONSENT AGENDA
June 3, 2021
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I. Administrative Actions

A. APPOINTMENT

Name/Assignment	Site	Contract
CREECH, KAYLA A FNS MANAGER FOOD SERVICES INTE CAFETERI	Food & Nutrition Srvc	Effective 2021-05-03 CAFETERI / Annual

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I. Administrative Actions

B. RE-APPOINTMENT

	Name/Assignment	Site	Contract

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I. Administrative Actions

C. RE-DESIGNATION

	Name/Assignment	Site	Previous Assignments

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I. Administrative Actions

D. TRANSFER

	Name/Assignment	Site	Contract

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I. Administrative Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

Name/Assignment	Site	Effective/Action
CREECH, KAYLA A WES CAFE ASSISTANT 4 HOURS 9 MON CA	Food & Nutrition Srvc	Effective 2021-04-30 RESIGNATION

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I. Administrative Actions

F. SUPPLEMENT

	Name/Assignment	Site	

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I. Administrative Actions

A. APPOINTMENT

	Name/Assignment	Site	Contract

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I. Administrative Actions

B. RE-APPOINTMENT

	Name/Assignment	Site	Contract

DRAFT

I. Administrative Actions

C. RE-DESIGNATION

Name/Assignment	Site	Previous Assignments

DRAFT

I. Administrative Actions

D. TRANSFER

	Name/Assignment	Site	Contract

DRAFT

I. Administrative Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	Name/Assignment	Site	Effective/Action

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I. Administrative Actions

F. SUPPLEMENT

	Name/Assignment	Site	

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II. JOB DESCRIPTION ACTIONS

NONE

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III. Instructional Actions

A. APPOINTMENT

Name/Assignment	Site	Contract
COULTIS, SEAN P FIH TEACHER, PHYSICAL ED SH 10 MONTH	Fleming Island High School	Effective 2021-04-26 10 MONTH / interim
ROCK, ERIN MICHELLE CEB TEACHER, CURRICULUM COACH 10 MONTH	Charles E. Bennett Elementary	Effective 2021-04-19 10 MONTH / interim

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III. Instructional Actions

B. RE-APPOINTMENT

	Name/Assignment	Site	Contract

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III. Instructional Actions

C. RE-DESIGNATION

Name/Assignment	Site	Previous Assignment
MCCULLOUGH, NICOLE MARIE ROE TEACHER, SC, SIXTH GR 10 MONTH	Rideout Elementary	Effective 2021-04-19 / redesignated from / ROE TEACHER, SC, SIXTH GR Out of field / 10 MONTH

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III. Instructional Actions

D. TRANSFER

	Name/Assignment	Site	Previous Assignment

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III. Instructional Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

Name/Assignment	Site	Effective/Action
ARP, LINDSAY ANNA OHS TEACHER, LANGUAGE ARTS, SH 10 MONTH	Oakleaf High School	Effective 2021-06-04 RESIGNATION
BLANK, CARLEY M MHS TEACHER, LANGUAGE ARTS, SH 10 MONTH	Middleburg High	Effective 2021-06-04 RESIGNATION
CANNON, CHELSEY F ROE TEACHER, SC, KINDERGARTEN 10 MONTH	Rideout Elementary	Effective 2021-06-04 RESIGNATION
CASSIDY, MYRA A OPH TEACHER, SCIENCE, SH 10 MONTH	Orange Park High	Effective 2021-06-04 RETIREMENT
CHAMBERS, ARIELL ROXANNE ESE TEACHER, SPEECH CLINICIAN 10 MONTH	Lake Asbury Elementary	Effective 2021-06-04 RESIGNATION
CHARLES, JOCELYN MCE TEACHER, VE SELF-CONTAINED 10 MONTH	Montclair Elementary	Effective 2021-04-29 CONCLUDE EMPLOYMENT
CRITTENDEN, LAURIE BETH LAJ TEACHER, LANGUAGE ARTS, JH 10 MONTH	Lake Asbury Junior High School	Effective 2021-06-04 RETIREMENT
CUNHA, RONALDO OHS TEACHER, MATHEMATICS, SR 10 MONTH	Oakleaf High School	Effective 2021-06-04 RESIGNATION
DIBELLO, DEBORAH ANN LAE TEACHER, VE SELF-CONTAINED 10 MONTH	Lake Asbury Elementary	Effective 2021-06-04 RETIREMENT
DOWNARD, JESSICA L MHS TEACHER, READING, SH 10 MONTH	Middleburg High	Effective 2021-06-04 RESIGNATION
GRAY, CATHERINE G INSTRUCTIONAL - CWL 10 MO LNG TRM	COUNTY-WIDE LEAVE	Effective 2021-06-04 RESIGNATION
GRAY, CIARRA L WJH COUNSELOR, JH 11 MONTH 11 MONTH	Wilkinson Jr High	Effective 2021-06-10 RESIGNATION
HENDERSON, AMY RENEE POE TEACHER, SC, SECOND GR 10 MONTH	Plantation Oaks Elementary	Effective 2021-06-04 RESIGNATION
HENDERSON, JAMES W OHS TEACHER, TECHNOLOGY ED 10 MONTH	Oakleaf High School	Effective 2021-06-04 RESIGNATION
HOLDER, BRIDGET OLJ COUNSELOR, JH 10 MONTHS 10 MONTH	Oakleaf Junior High School	Effective 2021-04-05 RESIGNATION
INMAN, SHERI LEE	Middleburg Elementary	Effective 2021-04-20

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III. Instructional Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	Name/Assignment	Site	Effective/Action
	INSTRUCTIONAL - CWL 10 MO LNG TRM		RESIGNATION
	JORDAN, SHANNON RENAE MHS COUNSELOR, SH 11 MO 11 MONTH	Middleburg High	Effective 2021-06-10 RESIGNATION
	KNAUSS, MATTHEW HARRIS RHS TEACHER, PHYS ED SH 11MO 11 MONTH	Ridgeview High School	Effective 2021-04-27 RESIGNATION
	KUPFER, LINDA D FIE COUNSELOR, ELEM 10 MONTH	Fleming Island Elementary	Effective 2021-06-04 RESIGNATION
	LUSK, JACOB CHARLES FIH TEACHER, LANGUAGE ARTS, SH 10 MONTH	Fleming Island High School	Effective 2021-06-04 RESIGNATION
	MARTIN, ANDREA J OVE TEACHER, SC, FIRST GR 10 MONTH	Oakleaf Village Elementary	Effective 2021-06-04 RESIGNATION
	MARTINEZ-ZARATE, LAURA MELISA CEB TEACHER, SC, SIXTH GR 10 MONTH	Charles E. Bennett Elementary	Effective 2021-06-04 RESIGNATION
	MORGAN II, MICHAEL SCOTT OHS TEACHER, LANGUAGE ARTS, SH 10 MONTH	Oakleaf High School	Effective 2021-06-04 RESIGNATION
	MORRIS, MEGAN MUNTAIN SLE TEACHER, SC, KINDERGARTEN 10 MONTH	Shadowlawn Elementary	Effective 2021-06-04 RESIGNATION
	NICHOLS, LENA GRACE CEB TEACHER, CURRICULUM COACH 10 MONTH	Charles E. Bennett Elementary	Effective 2021-04-23 RESIGNATION
0.6	RAMSEY, LAURA LUCENTE ESE TEACHER, SPEECH CLINICIAN SPECIAL	Ridgeview High School	Effective 2021-06-04 RETIREMENT
	RHODEN, WANDA K TBE TEACHER, IND 10 MONTH	Thunderbolt Elementary	Effective 2021-06-04 RESIGNATION
	ROWE, JANET M OLJ TEACHER, PHYSICAL ED JH 10 MONTH	Oakleaf Junior High School	Effective 2021-06-04 RETIREMENT
	SCUREMAN, ARVILLA A FIH TEACHER, STRATEGIC INT 10 MONTH	Fleming Island High School	Effective 2021-06-04 RESIGNATION
	SINKUS, ALEXANDRA L OLJ TEACHER, LANGUAGE ARTS, JH 10 MONTH	Oakleaf Junior High School	Effective 2021-06-04 RESIGNATION
	STEINMETZ, JENNIFER LYNN OPH TEACHER, SOC STUD, SH 10 MONTH	Orange Park High	Effective 2021-06-04 RESIGNATION
	STEWART, CYNTHIA GAYE	Tynes Elementary	Effective 2021-06-04

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III. Instructional Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	Name/Assignment	Site	Effective/Action
	TES TEACHER, SC, KINDERGARTEN 10 MONTH		RESIGNATION
	SUAREZ, JAIME S DOE TEACHER, SC, SIXTH GR 10 MONTH	Discovery Oaks Elementary	Effective 2021-06-04 RESIGNATION
0.6	TEICHERT, KATHLEEN F ESE TEACHER, SPEECH CLINICIAN SPECIAL	Orange Park Elementary	Effective 2021-06-04 RETIREMENT
	WIELGOSZ, BRITTANY NIKOLE OHS TEACHER, SOC STUD, SH 10 MONTH	Oakleaf High School	Effective 2021-06-04 RESIGNATION
	WILLIAMS, SHARDAY DIANDRAY CGE TEACHER, SC, KINDERGARTEN 10 MONTH	Coppergate Elementary	Effective 2021-06-04 RESIGNATION

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III. Instructional Actions

F. SUPPLEMENT

	Name/Assignment	Site	Supplement Action
0.5	ADAMS, ALEXANDER T OHS FOOTBALL ASST HS 25% SUPPLEME	Oakleaf High School	Appointment
	CALLOWAY, RYAN DAMONT OPJ SOFTBALL FP ASST JH SUPPLEME	Orange Park Jr High	Appointment
	COULTIS, SEAN P FIH FOOTBALL ASST HS 25% SUPPLEME	Fleming Island High School	Appointment
0.5	FIELDS, KYLE DOUGLAS OHS FOOTBALL ASST HS 25% SUPPLEME	Oakleaf High School	Resignation
	HIGGINBOTHAM, DANNIE JAMES RHS SOFTBALL FP ASST SH SUPPLEME	Ridgeview High School	Appointment
	JOHNSON, DONALD CRAIG FIH FOOTBALL ASST HS 25% SUPPLEME	Bannerman Learning Center	Appointment
	LADE, ERIKA PARKS OLJ SOFTBALL FP ASST JH SUPPLEME	Oakleaf Junior High School	Resignation
0.5	MICKENS , CHARLES HERBERT MHS FOOTBALL ASST HS 25% SUPPLEME	Middleburg High	Appointment
	MORRIS, KELLY ANN FIH SCI FAIR COOR LOCAL SUPPLEME	Fleming Island High School	Appointment
	NICHOLS, JAMES DANIEL FIH FOOTBALL HD JV 25% SUPPLEME	Fleming Island High School	Resignation
	NOSSE, CRAIG FIH FOOTBALL ASST HS 25% SUPPLEME	Fleming Island High School	Resignation
	RAPOZA, ADAM REID GCJ BASEBALL ASST JH SUPPLEME	Green Cove Springs Junior High	Appointment
	ROSANO, JOY E FIH SOCCER HEAD SH SUPPLEME	Fleming Island High School	Appointment
0.5	SAMPLES, AARON L OHS FOOTBALL ASST HS 25% SUPPLEME	Oakleaf High School	Appointment
	SMITH, JASON RHS FOOTBALL ASST HS 25% SUPPLEME	Ridgeview High School	Resignation
	TEPLEY, ROBIN L WJH SOFTBALL FP ASST JH SUPPLEME	Wilkinson Jr High	Appointment
	TOMLIN, AMANDA LYN WJH TRACK HD JH SUPPLEME	Wilkinson Jr High	Appointment
	WEITNAUER, SUSAN BRAY MBE DISCRETIONARY SUPPLEME	Middleburg Elementary	Appointment
	ZANONE, JAMES DOUGLAS	Ridgeview High School	Appointment

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III. Instructional Actions

F. SUPPLEMENT

	Name/Assignment	Site	Supplement Action
	RHS FOOTBALL ASST HS 25% SUPPLEME		

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III. INSTRUCTIONAL ACTIONS 2020-2021

G. PENDING APPOINTMENTS

Name	Site	Subject	OOF Subject	Effective

NONE

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III. INSTRUCTIONAL ACTIONS 2020-2021

H. OUT OF FIELD

Name	Site	Subject	OOF Subject

NONE

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III. Instructional Actions

A. APPOINTMENT

Name/Assignment	Site	Contract
ADAMS, ALEXANDER T OHS TEACHER, SOC STUD, SH 10 MONTH	Oakleaf High School	Effective 2021-08-02 10 MONTH / Instructional Probationary Annual
CAFIERO, MACY AMBER OPE TEACHER, SC, SIXTH GR 10 MONTH	Oakleaf Junior High School	Effective 2021-08-02 10 MONTH / Instructional Probationary Annual
CONNEELY, TANZA JO OLJ COUNSELOR, JH 10 MONTHS 10 MONTH	Oakleaf Junior High School	Effective 2021-08-02 10 MONTH / Instructional Probationary Annual
DEMORE, DALLAS D AES TEACHER, SC, FIFTH GR 10 MONTH	Argyle Elementary	Effective 2021-08-02 10 MONTH / Instructional Probationary Annual
EGUIGURE, YANITZA MARIE OHS TEACHER, FOREIGN LANG, SH 10 MONTH	Oakleaf High School	Effective 2021-08-02 10 MONTH / Instructional Probationary Annual
ETHERIDGE, LAURA E BLC TEACHER, VE SELF-CONTAINED 10 MONTH	Bannerman Learning Center	Effective 2021-08-02 10 MONTH / Instructional Probationary Annual
GANTT, CAROLYN EDWARDS OLJ TEACHER, READING, JH 10 MONTH	Oakleaf Junior High School	Effective 2021-08-02 10 MONTH / Instructional Probationary Annual
HAYES, MATTHEW DAVID GCJ TEACHER, SCIENCE, JH 10 MONTH	Green Cove Springs Junior High	Effective 2021-08-02 10 MONTH / Instructional Probationary Annual
JOHNSON, FELICIA YOUNG BLC TEACHER, SOC STUD, SH 10 MONTH	Bannerman Learning Center	Effective 2021-08-02 10 MONTH / Instructional Probationary Annual
LOPEZ, SULLY ROE TEACHER, SC, KINDERGARTEN 10 MONTH	S. Bryan Jennings Elementary	Effective 2021-08-02 10 MONTH / Instructional Probationary Annual
MILLIGAN, CALEB MARK CHS TEACHER, LANGUAGE ARTS, SH 10 MONTH	Clay High	Effective 2021-08-02 10 MONTH / Instructional Probationary Annual
NEELY, MELISSA NICOLE TES TEACHER, SC, FOURTH GR 10 MONTH	Tynes Elementary	Effective 2021-08-02 10 MONTH / Instructional Probationary Annual
ONEIL, ASHLEY LAURA DOE TEACHER, SC, FIRST GR 10 MONTH	Discovery Oaks Elementary	Effective 2021-08-02 10 MONTH / Instructional Probationary Annual
RAYNOLDS, VIRGINIA JO LEE ROE TEACHER, VE SELF-CONTAINED 10 MONTH	Rideout Elementary	Effective 2021-08-02 10 MONTH / Instructional Probationary Annual
ROCK, ERIN MICHELLE CEB TEACHER, CURRICULUM COACH 10 MONTH	Charles E. Bennett Elementary	Effective 2021-08-02 10 MONTH / Instructional Probationary Annual
ROSE, ERICA LYNNE DOE TEACHER, SC, FIFTH GR 10 MONTH	Doctors Inlet Elementary	Effective 2021-08-02 10 MONTH / Instructional Probationary Annual
SMITH, ROBYN LEIGH KHH TEACHER, LANGUAGE	Keystone Heights High School	Effective 2021-08-02 10 MONTH / Instructional

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III. Instructional Actions

A. APPOINTMENT

Name/Assignment	Site	Contract
ARTS, SH 10 MONTH		Probationary Annual

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III. Instructional Actions

B. RE-APPOINTMENT

	Name/Assignment	Site	Contract
0.5	ABOOD, BRANDI LEIGH STS SCHOOL SOCIAL WORKER SPECIAL	Student Services	SPECIAL / Annual
	ABUBAKAR, MALLORY IDA RVE TEACHER, SC, THIRD GR 10 MONTH	Ridgeview Elementary	10 MONTH / Annual
	ADDISON, TAMMEY D LES TEACHER, SC, FIRST GR 10 MONTH	Lakeside Elementary	10 MONTH / Professional Services
	AIKEN, CANDIS PAIGE FIH TEACHER, SCIENCE, SH 10 MONTH	Oakleaf High School	10 MONTH / Annual
	ALEXANDER, JACKLYN LISA ROE TEACHER, SC, FIFTH GR 10 MONTH	Rideout Elementary	10 MONTH / Annual
	ARNETTE, ROBERT BRYAN OHS TEACHER, SOC STUD, SH 10 MONTH	Oakleaf High School	10 MONTH / Annual
	ARRINGTON, MICHAEL B DIS TEACHER, SC, THIRD GR 10 MONTH	Doctors Inlet Elementary	10 MONTH / Annual
	AVERY, AARON BRANDON OHS CAREER TECH ED BASIC 10 MONTH	Oakleaf High School	10 MONTH / Annual
	BADEN, MELINDA SUE LAE TEACHER, VE SELF-CONTAINED 10 MONTH	Lake Asbury Elementary	10 MONTH / Professional Services
	BARKER, BRYSON GILBERT RHS TEACHER, DROPOUT PREV SH 10 MONTH	Ridgeview High School	10 MONTH / Annual
	BENNER, MARK DAVID CGE TEACHER, VE SELF-CONTAINED 10 MONTH	Coppergate Elementary	10 MONTH / Annual
	BERARDI, TERESA LYNN WJH TEACHER, LANGUAGE ARTS, JH 10 MONTH	Wilkinson Jr High	10 MONTH / Annual
	BLACKMON, JENNIFER LYNN PES TEACHER, VE/INCLUSION 10 MONTH	Robert M. Paterson Elementary	10 MONTH / Annual
	BLAIR, MARANDIA POE TEACHER, SC, SIXTH GR 10 MONTH	Plantation Oaks Elementary	10 MONTH / Annual
	BLAND, RICHARD LEWIS KHH TEACHER, SOC STUD, JH 10 MONTH	Keystone Heights High School	10 MONTH / Professional Services
	BODZIONY, JULIANNA LUCILLE AES TEACHER, SC, FIRST GR 10 MONTH	Argyle Elementary	10 MONTH / Annual
	BOGLE, HEATHER MICHELLE SBJ TEACHER, SC, THIRD GR 10 MONTH	S. Bryan Jennings Elementary	10 MONTH / Annual
	BOONE, KELLY RAE	Middleburg High	10 MONTH / Professional

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III. Instructional Actions

B. RE-APPOINTMENT

Name/Assignment	Site	Contract
MHS TEACHER, SOC STUD, SH 10 MONTH		Services
BOWMAN, MICHELLE L OLJ MEDIA SPECIALIST, JH 10 MONTH	Oakleaf Junior High School	10 MONTH / Annual
BRADDOCK, MELODY JOYCE ESE STAFFING SPECIALIST 10 MO 10 MONTH	Exceptional Student Education	10 MONTH / Annual
BRADFORD, NAOMI F OPH TEACHER, READING, SH 10 MONTH	Orange Park High	10 MONTH / Annual
BRADLEY, WILLIAM LITER FIH TEACHER, LANGUAGE ARTS, SH 10 MONTH	Fleming Island High School	10 MONTH / Annual
BRAZIL, TERESA WRIGHT OLJ COUNSELOR, JH 11 MONTHS 11 MONTH	Oakleaf Junior High School	11 MONTH / Annual
BROOKINS-KIRK, RASHAUNDRA DION OPH COUNSELOR, SH 11 MO 11 MONTH	Orange Park High	11 MONTH / Annual
BROOKS, VICTORIA LEIGH CHS TEACHER, VE/INCLUSION 10 MONTH	Clay High	10 MONTH / Annual
BROWN, DEBORAH A WJH TEACHER, FAMILY/CONSUMER 10 MONTH	Wilkinson Jr High	10 MONTH / Annual
BROWN, LESLIE KAY MBE TEACHER, SC, FOURTH GR 10 MONTH	Middleburg Elementary	10 MONTH / Professional Services
BURKE II, MARVIN AUSTIN CHS TEACHER, PHYSICAL ED SH 10 MONTH	Clay High	10 MONTH / Annual
BURRELL, TARA LYNN ROE TEACHER, SC, FIRST GR 10 MONTH	Rideout Elementary	10 MONTH / Professional Services
BYRD, KATINA DENISE TES TEACHER, GIFTED 10 MONTH	Tynes Elementary	10 MONTH / Annual
CAFIERO, FRANCO CHS TEACHER, MATHEMATICS, SR 10 MONTH	Clay High	10 MONTH / Annual
CARLIN, RACHEL ELIZABETH AES TEACHER, SC, FIFTH GR 10 MONTH	Argyle Elementary	10 MONTH / Annual
CARTER, ASHTYN VICTORIA WEC TEACHER, SC, KINDERGARTEN 10 MONTH	W.E. Cherry Elementary	10 MONTH / Annual
CARTER, BRITTANY LAURIN	Orange Park Jr High	10 MONTH / Annual

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III. Instructional Actions

B. RE-APPOINTMENT

	Name/Assignment	Site	Contract
	OPJ COUNSELOR, JH 10 MONTH 10 MONTH		
	CARVER, RYAN MASON OPJ TEACHER, SCIENCE, JH 10 MONTH	Orange Park Jr High	10 MONTH / Annual
	CHAFEE, LYNNE CEB TEACHER, SC, THIRD GR 10 MONTH	Charles E. Bennett Elementary	10 MONTH / Annual
0.5	CHAMNESS, AYANAMARIE Q SLE TEACHER, ART, ELEM SPECIAL	Shadowlawn Elementary	SPECIAL / Annual
	CIMINSKI, LINDA LEA LES TEACHER, SC, FIRST GR 10 MONTH	Lakeside Elementary	10 MONTH / Annual
	CLANTON, COURTNEY ANN BLC TEACHER, VE SELF-CONTAINED 10 MONTH	Bannerman Learning Center	10 MONTH / Annual
	CLOUD, REBECKA J OPH TEACHER, LANGUAGE ARTS, SH 10 MONTH	Orange Park High	10 MONTH / Annual
	COOK, JOHN CALVIN CHS TEACHER, ART, SH 10 MONTH	Clay High	10 MONTH / Annual
	COOPER IRWIN, AUCHE SERENA DIS TEACHER, SC, SECOND GR 10 MONTH	Doctors Inlet Elementary	10 MONTH / Annual
	COSTON, KATHERINE MORGAN RHS TEACHER, VE SELF-CONTAINED 10 MONTH	Ridgeview High School	10 MONTH / Annual
	COURTNEY, ERICA JANE SLE TEACHER, SC, KINDERGARTEN 10 MONTH	Middleburg Elementary	10 MONTH / Professional Services
	CRAN, CARLA G AES TEACHER, SC, FIRST GR 10 MONTH	Argyle Elementary	10 MONTH / Annual
	CRAWFORD, RANDALL J OPJ TEACHER, BUSINESS ED 10 MONTH	Orange Park Jr High	10 MONTH / Annual
	CRIBBS, BRANDON CHARLES LJH TEACHER, VE/INCLUSION 10 MONTH	Lakeside Junior High	10 MONTH / Annual
	CROUCH, KATRINA KHE TEACHER, SC, THIRD GR 10 MONTH	Keystone Heights Elementary	10 MONTH / Annual
	CURRIN, ASHLEY A DIS TEACHER, SC, FOURTH GR 10 MONTH	Doctors Inlet Elementary	10 MONTH / Annual
	DALY, SANDRA V RHS TEACHER, FOREIGN LANG, SH 10 MONTH	Ridgeview High School	10 MONTH / Annual

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III. Instructional Actions

B. RE-APPOINTMENT

Name/Assignment	Site	Contract
DANZ, NICOLE MELISSA GPE TEACHER, SC, FIRST GR 10 MONTH	Grove Park Elementary	10 MONTH / Annual
DARLEY-BRINKLEY, JENNIFER FAIT ESE TEACHER, SPEECH CLINICIAN 10 MONTH	Montclair Elementary	10 MONTH / Annual
DAWKINS, MISHA ANTONIA LJH TEACHER, MATHEMATICS, JH 10 MONTH	Lakeside Junior High	10 MONTH / Annual
DEES, LAURA ELIZABETH ROE TEACHER, MUSIC, ELEM 10 MONTH	Rideout Elementary	10 MONTH / Annual
DEFALCO, DANIELLE C SBJ TEACHER, SC, SECOND GR 10 MONTH	S. Bryan Jennings Elementary	10 MONTH / Annual
DEL RIO, MADELINE ESE BEHAVIOR SITE COACH 10 MONTH	Keystone Heights High School	10 MONTH / Annual
DELPHA, KIMBERLY CGE TEACHER, VE/INCLUSION 10 MONTH	Coppergate Elementary	10 MONTH / Annual
DELUCA, AVERY MICHELLE FIH TEACHER, SOC STUD, SH 10 MONTH	Fleming Island High School	10 MONTH / Annual
DINKINS, KENNETH D TES TEACHER, PHYSICAL ED EL 10 MONTH	Tynes Elementary	10 MONTH / Annual
DJAVAHERI, STEVEN A MHS TEACHER, INDUSTRIAL ED 10 MONTH	Middleburg High	10 MONTH / Annual
DOHRMANN, ROBYN LEIGH FYA TEACHER, DROPOUT PREV SH 10 MONTH	FL Youth Challenge Academy	10 MONTH / Annual
DREW JR, HUGH EDWARD OPH TEACHER, INDUSTRIAL ED 10 MONTH	Orange Park High	10 MONTH / Annual
DRIGGERS, ARIELLE MARIE KHE TEACHER, SC, SIXTH GR 10 MONTH	Keystone Heights Elementary	10 MONTH / Annual
EATON, AUDREY CLAIRE SBJ TEACHER, VE/INCLUSION 10 MONTH	S. Bryan Jennings Elementary	10 MONTH / Annual
ECKENROTH, RUTH ADELENE OHS TEACHER, SCIENCE, SH 10 MONTH	Oakleaf High School	10 MONTH / Annual
EVANS, ILISSA RAE MRE TEACHER, VE/INCLUSION 10 MONTH	Mcrae Elementary	10 MONTH / Annual
EVANS, PARISH R OHS COUNSELOR, SH 11 MO 11 MONTH	Oakleaf High School	11 MONTH / Annual

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III. Instructional Actions

B. RE-APPOINTMENT

Name/Assignment	Site	Contract
EYSTER, PATRICIA ADAMS KHH TEACHER, SCIENCE, SH 10 MONTH	Keystone Heights High School	10 MONTH / Annual
FALCONER, JENNIFER ANN LAJ TEACHER, MATHEMATICS, JH 10 MONTH	Lake Asbury Junior High School	10 MONTH / Annual
FARMER III, BRADLEY KENNETH LAJ TEACHER, VE/INCLUSION 10 MONTH	Lake Asbury Junior High School	10 MONTH / Annual
FARMER, DEBORAH SPC TEACHER, SC, SIXTH GR 10 MONTH	COUNTY-WIDE LEAVE	10 MONTH / Professional Services
FIGUEROA MERLE, ERICK YADIER OLJ TEACHER, PHYSICAL ED JH 10 MONTH	Oakleaf Junior High School	10 MONTH / Annual
FITZSIMONS, KRISTINA ANNE RVE TEACHER, SC, FIRST GR 10 MONTH	Ridgeview Elementary	10 MONTH / Annual
FLESHER, DEBORAH RAYE TES TEACHER, SC, KINDERGARTEN 10 MONTH	COUNTY-WIDE LEAVE	10 MONTH / Annual
FLY, FAITH MIRACLE FYA TEACHER, DROPOUT PREV SH 10 MONTH	FL Youth Challenge Academy	10 MONTH / Annual
FRANKO, JESSICA FAY DOE TEACHER, SC, THIRD GR 10 MONTH	Discovery Oaks Elementary	10 MONTH / Annual
GAETANO, DANIEL J RHS TEACHER, VE/INCLUSION 10 MONTH	Ridgeview High School	10 MONTH / Annual
GALLAGHER, CHRIS N RHS ATHLETIC DIRECTOR 11 MONTH	Ridgeview High School	11 MONTH / Annual
GALLAGHER, VICTORIA LYNN CHS TEACHER, LANGUAGE ARTS, SH 10 MONTH	Clay High	10 MONTH / Annual
GARCIA, JENIFER LEE POE TEACHER, SC, FOURTH GR 10 MONTH	Plantation Oaks Elementary	10 MONTH / Annual
GARTNER, REBECCA SUSAN ESE TEACHER OCCUPATION THERAPI 10 MONTH	Coppergate Elementary	10 MONTH / Annual
GAYLORD, REBECCA LYNN AES TEACHER, SC, KINDERGARTEN 10 MONTH	Argyle Elementary	10 MONTH / Annual
GELLER, VERONICA SUSAN RVE TEACHER, SC, SECOND GR	Ridgeview Elementary	10 MONTH / Annual

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III. Instructional Actions

B. RE-APPOINTMENT

Name/Assignment	Site	Contract
10 MONTH		
GOLDBERG, REBECCA T RVE TEACHER, IND 10 MONTH	Ridgeview Elementary	10 MONTH / Annual
GOTTSCHALK, CAROL ELAINE MRE TEACHER, SC, FIRST GR 10 MONTH	Mcrae Elementary	10 MONTH / Annual
GREER, NICHOLAS A KHE TEACHER, SC, SIXTH GR 10 MONTH	Keystone Heights Elementary	10 MONTH / Annual
GRIMSLEY, CONCETTA A RVE TEACHER, VE SELF-CONTAINED 10 MONTH	Ridgeview Elementary	10 MONTH / Annual
GUHA, KRISTINE ANNE FIH TEACHER, LANGUAGE ARTS, SH 10 MONTH	COUNTY-WIDE LEAVE	10 MONTH / Professional Services
GULINO, ANGELA LEIGH RVE TEACHER, SC, KINDERGARTEN 10 MONTH	Ridgeview Elementary	10 MONTH / Annual
GUPTILL, JASON C CEB TEACHER, INSTRUCT TECH EL 10 MONTH	Charles E. Bennett Elementary	10 MONTH / Annual
GWALTNEY, VICTORIA LEIGH OHS TEACHER, AGRICULTURE 11 MONTH	Oakleaf High School	11 MONTH / Annual
HAILEY, JOSHUA MICHAEL LAJ TEACHER, SOC STUD, JH 10 MONTH	Lake Asbury Junior High School	10 MONTH / Annual
HARVEY, BRADLEY SCOTT KHH TEACHER, HEALTH SCIENCE ED 10 MONTH	Keystone Heights High School	10 MONTH / Annual
HAUG, ASHLEIGH SHIMKO MBE TEACHER, SC, THIRD GR 10 MONTH	Middleburg Elementary	10 MONTH / Annual
HAYES, AUBREY ELYSE CGE TEACHER, SC, FIRST GR 10 MONTH	Coppergate Elementary	10 MONTH / Annual
HERRERA, ADOLFH OLJ TEACHER, SOC STUD, JH 10 MONTH	Oakleaf Junior High School	10 MONTH / Annual
HERRHOLTZ, JAMES GCJ TEACHER, SOC STUD, JH 10 MONTH	Green Cove Springs Junior High	10 MONTH / Annual
HICKMAN, MADISON ALLY MRE TEACHER, VE/INCLUSION 10 MONTH	Mcrae Elementary	10 MONTH / Annual
HILL, JUDITH RACINE TES TEACHER, VE SELF-CONTAINED 10 MONTH	Tynes Elementary	10 MONTH / Annual
HILL, KYLIE A	Discovery Oaks Elementary	10 MONTH / Annual

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III. Instructional Actions

B. RE-APPOINTMENT

Name/Assignment	Site	Contract
DOE MEDIA SPECIALIST, ELEM 10 MONTH		
HILTON, ARIANA NICHELLE WES TEACHER, TITLE I, ELEM 10 MONTH	Wilkinson Elementary	10 MONTH / Annual
HOBBS, LARISA DARNELLE ESE TEACHER OCCUPATION THERAPI 10 MONTH	Oakleaf Village Elementary	10 MONTH / Annual
HOLTZAPPLE, JENNIFER L STS STUD SERV PSYCH 12 MO 12 MONTH	Student Services	12 MONTH / Annual
HOMITZ, KIMBERLY C PES TEACHER, SC, THIRD GR 10 MONTH	Robert M. Paterson Elementary	10 MONTH / Professional Services
HOOVER, AUDREY MELISSA TES TEACHER, SC, SIXTH GR 10 MONTH	Tynes Elementary	10 MONTH / Annual
HOWARD, JACQUELINE DENISE TES TEACHER, SC, FIFTH GR 10 MONTH	Tynes Elementary	10 MONTH / Annual
HUDSON, MISTY DAWN ESE TEACHER OCCUPATION THERAPI 10 MONTH	Lakeside Elementary	10 MONTH / Annual
HUGGINS, SHELLEY STARKE TES TEACHER, SC, KINDERGARTEN 10 MONTH	Tynes Elementary	10 MONTH / Annual
IRWIN, DANIELLE CELENE PES TEACHER, SC, THIRD GR 10 MONTH	Robert M. Paterson Elementary	10 MONTH / Annual
JAMES, REBECCA SHANNON OPH TEACHER, SOC STUD, SH 10 MONTH	Orange Park High	10 MONTH / Annual
JOHNS, MARY B PES TEACHER, SC, FIFTH GR 10 MONTH	Robert M. Paterson Elementary	10 MONTH / Annual
JOHNSON, AVIUS EYVETTE OVE TEACHER, SC, THIRD GR 10 MONTH	Oakleaf Village Elementary	10 MONTH / Annual
JOHNSON, CAMERON MAE CEB TEACHER, VE/INCLUSION 10 MONTH	Charles E. Bennett Elementary	10 MONTH / Annual
JONES, TIMARA DESTINY ESE TEACHER, SPEECH CLINICIAN 10 MONTH	Plantation Oaks Elementary	10 MONTH / Annual
KAISER, CHRISTOPHER J MCE TEACHER, VE SELF-CONTAINED 10 MONTH	Montclair Elementary	10 MONTH / Annual
KENDALL, MONICA BROOKE TES TEACHER, SC, KINDERGARTEN 10 MONTH	Tynes Elementary	10 MONTH / Annual

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III. Instructional Actions

B. RE-APPOINTMENT

Name/Assignment	Site	Contract
KIRNIE, KATHLEEN MARIE ROE TEACHER, VE/INCLUSION 10 MONTH	Rideout Elementary	10 MONTH / Annual
KITE, ANGELA RENEE SPC TEACHER, SC, FOURTH GR 10 MONTH	S. Bryan Jennings Elementary	10 MONTH / Annual
KLEZMER, CHRISTIE BARBARA ROE TEACHER, SC, KINDERGARTEN 10 MONTH	Rideout Elementary	10 MONTH / Annual
KRAJNIAK COUCH, WENDY MICHELLE SBJ TEACHER, VE/INCLUSION 10 MONTH	S. Bryan Jennings Elementary	10 MONTH / Annual
KRANTZ, AMANDA LYNN LAJ TEACHER, SOC STUD, JH 10 MONTH	Lake Asbury Junior High School	10 MONTH / Annual
KUCHTA, KAILA MARIE AES TEACHER, SC, FOURTH GR 10 MONTH	Argyle Elementary	10 MONTH / Annual
LAFONTAINE, LINDSAY WIDELL DIS TEACHER, VE/INCLUSION 10 MONTH	Doctors Inlet Elementary	10 MONTH / Annual
LAPINSKI, CHERELLE NORENE POE TEACHER, GIFTED 10 MONTH	Plantation Oaks Elementary	10 MONTH / Annual
LAROUSSI, AHMED AFIA ESE STAFFING SPECIALIST 10 MO 10 MONTH	Exceptional Student Education	10 MONTH / Annual
LAXTON, SYLVIA NICOLLE GPE TEACHER, SC, KINDERGARTEN 10 MONTH	Grove Park Elementary	10 MONTH / Annual
LEE, LINDSEY ALLISON MRE TEACHER, PHYSICAL ED EL 10 MONTH	Mcrae Elementary	10 MONTH / Annual
LEFEBVRE, SHERI M LES TEACHER, VE/INCLUSION 10 MONTH	Lakeside Elementary	10 MONTH / Annual
LEGGETT, MARK HOWARD OLJ TEACHER, SOC STUD, JH 10 MONTH	Oakleaf Junior High School	10 MONTH / Annual
LEONARD, SHELLY MARIE LES TEACHER, SC, KINDERGARTEN 10 MONTH	Lakeside Elementary	10 MONTH / Professional Services
LESHER, RACHEL ANNE SBJ TEACHER, SC, KINDERGARTEN 10 MONTH	S. Bryan Jennings Elementary	10 MONTH / Annual
LESLIE, JORDAN ALENE SBJ TEACHER, SC, FIRST GR 10 MONTH	S. Bryan Jennings Elementary	10 MONTH / Annual

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III. Instructional Actions

B. RE-APPOINTMENT

	Name/Assignment	Site	Contract
0.5	LEWIS, JENNA PATRICE MBE TEACHER, INSTRUCT TECH EL 10 MONTH	Middleburg Elementary	10 MONTH / Annual
	LEYIMU, AYOMIDE A CHS TEACHER, VE/INCLUSION 10 MONTH	Clay High	10 MONTH / Annual
	LOHSE, ALISHA ROSE CEB COUNSELOR, ELEM 10 MONTH	Charles E. Bennett Elementary	10 MONTH / Annual
	LOTZE, KELLY LEIGH PES TEACHER, MUSIC, ELEM 10 MONTH	Robert M. Paterson Elementary	10 MONTH / Annual
	LYNCH, NADINE LYNN SPC TEACHER, SC, KINDERGARTEN 10 MONTH	Swimming Pen Creek Elem	10 MONTH / Annual
	LYNCH, TIFFANY LISA STS SCHOOL SOCIAL WORKER 10 MONTH	Student Services	10 MONTH / Annual
	MAGAR, KATHERINE MARGARET SLE TEACHER, SC, SIXTH GR 10 MONTH	Shadowlawn Elementary	10 MONTH / Annual
	MALDONADO, FARAH DOE TEACHER, SC, SIXTH GR 10 MONTH	Discovery Oaks Elementary	10 MONTH / Annual
	MARTELLE, JASON SCOTT LAJ TEACHER, MATHEMATICS, JH 10 MONTH	Lakeside Junior High	10 MONTH / Annual
	MARTIN, TIFFANY SPENCER ESE TEACHER, SPEECH CLINICIAN 10 MONTH	Shadowlawn Elementary	10 MONTH / Annual
	MATHEWS, KEVIN W FIH TEACHER, ROTC/MILITARY SH 11 MONTH	Fleming Island High School	11 MONTH / Annual
	MCCLURE, STACY KAYLA TES TEACHER, SC, FOURTH GR 10 MONTH	Tynes Elementary	10 MONTH / Annual
	MCDONALD, ERIN NICOLE OPH TEACHER, LANGUAGE ARTS, SH 10 MONTH	Orange Park High	10 MONTH / Annual
	MCDONOUGH, MARYANNE RYKERT PES TEACHER, SC, FIFTH GR 10 MONTH	Robert M. Paterson Elementary	10 MONTH / Annual
	MCLANE, KIMBERLY ANN PES TEACHER, SC, SIXTH GR 10 MONTH	Robert M. Paterson Elementary	10 MONTH / Annual
	MCMILLAN, KELSEY BREANNA TES TEACHER, SC, FIRST GR 10 MONTH	Tynes Elementary	10 MONTH / Annual
	MCNABB, MARY MADALINE	Lake Asbury Elementary	10 MONTH / Annual

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III. Instructional Actions

B. RE-APPOINTMENT

Name/Assignment	Site	Contract
LAE TEACHER, SC, KINDERGARTEN 10 MONTH		
MELZER, SHANE MATTHEW CHS TEACHER, MATHEMATICS, SR 10 MONTH	Clay High	10 MONTH / Annual
MENENDEZ, SASHA AES TEACHER, VE/INCLUSION 10 MONTH	Argyle Elementary	10 MONTH / Annual
MILLER, MICHAEL S LJH TEACHER, MATHEMATICS, JH 10 MONTH	Lakeside Junior High	10 MONTH / Annual
MINTZ, JOSHUA MARTIN OPH TEACHER, MATHEMATICS, SR 10 MONTH	Orange Park High	10 MONTH / Annual
MONTGOMERY, DOYVON LEMORSTINE OLJ TEACHER, MATHEMATICS, JH 10 MONTH	Oakleaf Junior High School	10 MONTH / Annual
MORGAN, MELINDA SUE TT1 TEACHER, CURRICULUM COACH 10 MONTH	K-12 Academic Services	10 MONTH / Professional Services
MOSES, JARED MATTHEW CHS ATHLETIC DIRECTOR 11 MONTH	Clay High	11 MONTH / Professional Services
MOSLEY, CARLY RENEE OPE TEACHER, MUSIC, ELEM 10 MONTH	Orange Park Elementary	10 MONTH / Annual
MUMFORD, MARGUERITE KLEIN SPC TEACHER, COMBINATION, EL 10 MONTH	Swimming Pen Creek Elem	10 MONTH / Annual
MUNTAIN, KATHRYN ALIS MHS TEACHER, MATHEMATICS, SR 10 MONTH	Middleburg High	10 MONTH / Annual
NESTOR, JORDAN ALEXANDRA SBJ TEACHER, SC, FIRST GR 10 MONTH	S. Bryan Jennings Elementary	10 MONTH / Annual
NETHERLAND, CARLY DEANNE FIH COUNSELOR, SH 11 MO 11 MONTH	Fleming Island High School	11 MONTH / Professional Services
NOLAN, DARYAN BROOKE LJH TEACHER, BUSINESS ED 10 MONTH	Lakeside Junior High	10 MONTH / Annual
PALMER, GLENEISHA LAVELLA DIS TEACHER, PRE-KDG ESE 10 MONTH	Doctors Inlet Elementary	10 MONTH / Annual
PEASE, LINDA CLARK WJH TEACHER, MATHEMATICS, JH 10 MONTH	Wilkinson Jr High	10 MONTH / Annual

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III. Instructional Actions

B. RE-APPOINTMENT

	Name/Assignment	Site	Contract
	PERRY, LINDSAY JENNIFER POE TEACHER, SC, FOURTH GR 10 MONTH	Plantation Oaks Elementary	10 MONTH / Annual
	PETERS, MICHELLE A LAJ TEACHER, SCIENCE, JH 10 MONTH	Lake Asbury Junior High School	10 MONTH / Annual
	PETERSEN, HEATHER LYNAE RVE TEACHER, SC, FOURTH GR 10 MONTH	Ridgeview Elementary	10 MONTH / Annual
	PETOW, CARLI ALEXANDRA GCJ TEACHER, LANGUAGE ARTS, JH 10 MONTH	Green Cove Springs Junior High	10 MONTH / Annual
	PETRUCCI, YASMIN ORTIZ RHS TEACHER, SCIENCE, SH 10 MONTH	Ridgeview High School	10 MONTH / Annual
	PRATT, AARON L OPH TEACHER, MATHEMATICS, SR 10 MONTH	Orange Park High	10 MONTH / Annual
	PRINCE-WARINSKY, BROOKE ELLEN OVE TEACHER, SC, SECOND GR 10 MONTH	Oakleaf Village Elementary	10 MONTH / Annual
	PRITTS, SARA ANN FRANCIS DOE TEACHER, SC, KINDERGARTEN 10 MONTH	S. Bryan Jennings Elementary	10 MONTH / Annual
	RALEIGH, LAURIE MARIE LAJ TEACHER, MATHEMATICS, JH 10 MONTH	Lake Asbury Junior High School	10 MONTH / Annual
	RANDOLPH, SVETLANA M MCE TEACHER, VE/INCLUSION 10 MONTH	Montclair Elementary	10 MONTH / Annual
	RAY, JORDAN LEE RHS TEACHER, LANGUAGE ARTS, SH 10 MONTH	Ridgeview High School	10 MONTH / Annual
	REYNOLDS JR, STEVEN MICHAEL KHE TEACHER, PHYSICAL ED EL 10 MONTH	Keystone Heights Elementary	10 MONTH / Annual
	RHODEN, KRISTEN MICHELLE DIS TEACHER, SC, THIRD GR 10 MONTH	Charles E. Bennett Elementary	10 MONTH / Annual
	RHODES, KRISTEN SUE POE TEACHER, PRE-KDG/ASD ESE 10 MONTH	Plantation Oaks Elementary	10 MONTH / Annual
0.5	RICH, SASHA J SPECIALIST ATT ASST/SOC WORKER SPECIAL	Student Services	SPECIAL / Annual

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III. Instructional Actions

B. RE-APPOINTMENT

Name/Assignment	Site	Contract
RICHARDSON, AMBER DAWN CGE TEACHER, SC, FOURTH GR 10 MONTH	Coppergate Elementary	10 MONTH / Annual
RICHIE, AMANDA SWEENEY DOE TEACHER, SC, FOURTH GR 10 MONTH	Discovery Oaks Elementary	10 MONTH / Annual
RIVERA, JAMES MATTHEW CGE TEACHER, MUSIC, ELEM 10 MONTH	Coppergate Elementary	10 MONTH / Annual
ROACH, CELESTINA LOUISE WEC TEACHER, SC, THIRD GR 10 MONTH	W.E. Cherry Elementary	10 MONTH / Annual
ROACH, JENNIFER LYNN PES TEACHER, SC, FOURTH GR 10 MONTH	Robert M. Paterson Elementary	10 MONTH / Annual
ROBINSON, SAMANTHA ALICIA GPE TEACHER, SC, SECOND GR 10 MONTH	Grove Park Elementary	10 MONTH / Annual
ROBINSON, TODD D LAJ MENTAL HEALTH COUNS 10 MO 10 MONTH	Lake Asbury Junior High School	10 MONTH / Annual
ROUNDTREE, MADISON ADAIR TES TEACHER, SC, KINDERGARTEN 10 MONTH	Tynes Elementary	10 MONTH / Annual
ROUNTREE, BOBBIE JEAN DIS TEACHER, SC, THIRD GR 10 MONTH	Doctors Inlet Elementary	10 MONTH / Annual
ROY, HEATHER MARIE ESE BEHAVIOR SITE COACH 10 MONTH	Plantation Oaks Elementary	10 MONTH / Annual
SADSARIN, JAMES RICHARD OHS TEACHER, MATHEMATICS, SR 10 MONTH	Oakleaf High School	10 MONTH / Annual
SAMSON, DAVID A GCJ TEACHER, SOC STUD, JH 10 MONTH	Green Cove Springs Junior High	10 MONTH / Annual
SARRA, MICHELLE RENEE FIE TEACHER, VE/INCLUSION 10 MONTH	Fleming Island Elementary	10 MONTH / Annual
SAURI, PRISCILLA MARIE LAJ TEACHER, SCIENCE, JH 10 MONTH	Lake Asbury Junior High School	10 MONTH / Annual
SCHULTZ-GRANT, LYDIA K OLJ TEACHER, LANGUAGE ARTS, JH 10 MONTH	Oakleaf Junior High School	10 MONTH / Annual
SCHWAB, GRANT WALTER KHH TEACHER, MATHEMATICS, JH 10 MONTH	Keystone Heights High School	10 MONTH / Annual

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III. Instructional Actions

B. RE-APPOINTMENT

Name/Assignment	Site	Contract
SCHWARTZ, KOURTNEY WARREN SLE TEACHER, SC, THIRD GR 10 MONTH	Shadowlawn Elementary	10 MONTH / Annual
SCHWERTFAGER, TAMISHA HOLMES MBE TEACHER, SC, SIXTH GR 10 MONTH	Middleburg Elementary	10 MONTH / Annual
SCOLLO, DANIELLE ASHLEY FIE TEACHER, SC, FOURTH GR 10 MONTH	Fleming Island Elementary	10 MONTH / Annual
SEAWARD, NATHANIEL E CHS TEACHER, STRATEGIC INT 10 MONTH	Bannerman Learning Center	10 MONTH / Annual
SEGARS, JAMIE OLIVIA KHE TEACHER, SC, THIRD GR 10 MONTH	Keystone Heights Elementary	10 MONTH / Annual
SEXTON, DAVID BRYAN LJH TEACHER, SCIENCE, JH 10 MONTH	Lakeside Junior High	10 MONTH / Annual
SHORT, ASHLEY ANNE ESE BEHAVIOR SITE COACH 10 MONTH	Swimming Pen Creek Elem	10 MONTH / Annual
SIERUTA, MARGARET ANNE LAJ TEACHER, SCIENCE, JH 10 MONTH	Lake Asbury Junior High School	10 MONTH / Annual
STANHOPE, AMBER LYNNE AES TEACHER, SC, FOURTH GR 10 MONTH	Argyle Elementary	10 MONTH / Annual
STANSBERRY JR, REESE E FIH TEACHER, TECHNOLOGY ED 10 MONTH	Fleming Island High School	10 MONTH / Annual
STARLING, DEIDRE ELAINE KHE TEACHER, EBD 10 MONTH	Keystone Heights Elementary	10 MONTH / Annual
STEINER, JOHN ARMAND GCJ TEACHER, MATHEMATICS, JH 10 MONTH	Green Cove Springs Junior High	10 MONTH / Annual
STEVENS, ANDREA MARIE LAJ TEACHER, FAMILY/CONSUMER 10 MONTH	Lake Asbury Junior High School	10 MONTH / Annual
STOKES, ASHLEY R OLJ TEACHER, RESEARCH/CRIT JH 10 MONTH	Oakleaf Junior High School	10 MONTH / Annual
STORK, MARY WATSON GCJ TEACHER, FAMILY/CONSUMER 10 MONTH	Green Cove Springs Junior High	10 MONTH / Annual
STOUDNOUR, KELLY LAUREN CEB TEACHER, SC, SIXTH GR 10 MONTH	Charles E. Bennett Elementary	10 MONTH / Annual
STOVER, CHRISTOL REGINA	Clay Virtual Academy	10 MONTH / Professional

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III. Instructional Actions

B. RE-APPOINTMENT

Name/Assignment	Site	Contract
TES TEACHER, SC, FIFTH GR 10 MONTH		Services
STRATTON, SERINA VICTORIA CHE TEACHER, ART, ELEM 10 MONTH	Clay Hill Elementary	10 MONTH / Annual
TAYLOR, TYKERA SHYNICE WJH TEACHER, SOC STUD, JH 10 MONTH	Wilkinson Jr High	10 MONTH / Annual
TERMER, MYLINDA ELIZABETH LAE TEACHER, VE SELF-CONTAINED 10 MONTH	Lake Asbury Elementary	10 MONTH / Annual
THOMPSON, DERRICK LADALE LES TEACHER, SC, SIXTH GR 10 MONTH	Lakeside Elementary	10 MONTH / Annual
TISON, CECILIA ELIZABETH ROE TEACHER, VE/INCLUSION 10 MONTH	Rideout Elementary	10 MONTH / Annual
TRACY, LAURA JOHNSON CHS TEACHER, LANGUAGE ARTS, SH 10 MONTH	Clay High	10 MONTH / Annual
TRAVIS, SARAH ELIZABETH LES TEACHER, SC, THIRD GR 10 MONTH	Lakeside Elementary	10 MONTH / Professional Services
TRUDE, KATHRYN ELAINE WEC TEACHER, TITLE I, ELEM 10 MONTH	W.E. Cherry Elementary	10 MONTH / Annual
TUCKER, KERRY K FIH TEACHER, LANGUAGE ARTS, SH 10 MONTH	Fleming Island High School	10 MONTH / Annual
TUFANO, JAMIE MARIE RVE TEACHER, SC, FIFTH GR 10 MONTH	Ridgeview Elementary	10 MONTH / Annual
UNDERWOOD, LINDSEY KATHRYN WJH TEACHER, MATHEMATICS, JH 10 MONTH	Wilkinson Jr High	10 MONTH / Annual
URBANO, SARA E RVE TEACHER, SC, SIXTH GR 10 MONTH	Ridgeview Elementary	10 MONTH / Annual
URFER, BRENNA GALE LES TEACHER, SC, FIFTH GR 10 MONTH	COUNTY-WIDE LEAVE	10 MONTH / Annual
USON, JEWEL SHAY DOE TEACHER, VE/INCLUSION 10 MONTH	Discovery Oaks Elementary	10 MONTH / Annual
VARONA-ELLISON, ALICIA TES TEACHER, SC, SECOND GR 10 MONTH	Tynes Elementary	10 MONTH / Annual
VINSON, LINDA JOYCE ESE CURR SPEC 11 MO 11 MONTH	Exceptional Student Education	11 MONTH / Annual

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III. Instructional Actions

B. RE-APPOINTMENT

	Name/Assignment	Site	Contract
	WALTBILLIG, ANGELA MEYN LAJ TEACHER, SCIENCE, JH 10 MONTH	Lake Asbury Junior High School	10 MONTH / Annual
	WALTON, KARLEEN MARIE LAE COUNSELOR, ELEM 10 MONTH	Lake Asbury Elementary	10 MONTH / Annual
	WARD, AMANDA MICHELE KHE TEACHER, EBD 10 MONTH	Keystone Heights Elementary	10 MONTH / Annual
	WATKINS, CHELSEA OLJ TEACHER, FAMILY/CONSUMER 10 MONTH	Oakleaf Junior High School	10 MONTH / Annual
0.6	WEATHERHEAD, JUDITH ANN ESE TEACHER, SPEECH CLINICIAN SPECIAL	Doctors Inlet Elementary	SPECIAL / Annual
	WEAVER, KRISTEN MARIE PES TEACHER, SC, KINDERGARTEN 10 MONTH	Robert M. Paterson Elementary	10 MONTH / Annual
0.6	WEAVER, REBECCA MARIE ESE TEACHER OCCUPATION THERAPI SPECIAL	Thunderbolt Elementary	SPECIAL / Annual
	WEISS, AUBREY LEIGH CGE TEACHER, VE SELF-CONTAINED 10 MONTH	Coppergate Elementary	10 MONTH / Annual
	WESOLOWSKI, LYNN COLLEEN GPE TEACHER, SC, FIFTH GR 10 MONTH	Grove Park Elementary	10 MONTH / Annual
	WHITE, ROBERT LYNN OPH TEACHER, SOC STUD, SH 10 MONTH	Orange Park High	10 MONTH / Annual
	WILDER, SEANNA KAE POE TEACHER, SC, FIRST GR 10 MONTH	Plantation Oaks Elementary	10 MONTH / Annual
	WILHELM, AMANDA MICHELLE TES TEACHER, SC, SIXTH GR 10 MONTH	Tynes Elementary	10 MONTH / Annual
	WILLIAMS, ANNA ATTAWAY TES TEACHER, SC, SECOND GR 10 MONTH	Tynes Elementary	10 MONTH / Annual
	WILLIAMS, DANIELLE ELIZABETH CEB TEACHER, SC, FIFTH GR 10 MONTH	Charles E. Bennett Elementary	10 MONTH / Annual
	WILLIAMS, KRISTINA R TES TEACHER, PRE-KDG/ASD ESE 10 MONTH	Tynes Elementary	10 MONTH / Annual
	WILLIAMS, PATRICIA LOUISE FIH TEACHER, DRAMA, SH 10 MONTH	Fleming Island High School	10 MONTH / Annual
	WINTERS, DANIELLE	Lakeside Junior High	10 MONTH / Annual

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III. Instructional Actions

B. RE-APPOINTMENT

Name/Assignment	Site	Contract
MARGARET LJH TEACHER, SUPP FACIL 10 MONTH		
WOLFE, ANNE ELIZABETH WEC TEACHER, SC, THIRD GR 10 MONTH	W.E. Cherry Elementary	10 MONTH / Professional Services
WOOD, JULIANNE RVE TEACHER, SC, SECOND GR 10 MONTH	Rideout Elementary	10 MONTH / Annual
WOOLWINE, MIKAYLA CROFT OHS TEACHER, LANGUAGE ARTS, SH 10 MONTH	Oakleaf High School	10 MONTH / Annual
YACAVONE, GREER E LAJ TEACHER, SCIENCE, JH 10 MONTH	Lake Asbury Junior High School	10 MONTH / Professional Services
YOUNG, LEEANNA JEAN ESE STAFFING SPECIALIST 10 MO 10 MONTH	Thunderbolt Elementary	10 MONTH / Annual

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III. Instructional Actions

C. RE-DESIGNATION

Name/Assignment	Site	Previous Assignment
PARKER, MELISSA JEAN TT1 CURR SPEC 12 MO 12 MONTH	Title 1	EFFECTIVE 07/01/2021 / TRANSFER FROM TITLE I, TEACHER, TITLE I ELEM / 10 MONTH

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III. Instructional Actions

D. TRANSFER

Name/Assignment	Site	Previous Assignment
ANDRADE, MICHELLE C MHS TEACHER, READING, SH 10 MONTH	Clay Hill Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM CHE TEACHER, VE/INCLUSION / 10 MONTH
BEMIS, JORDAN MARIE WES TEACHER, SC, SECOND GR 10 MONTH	Middleburg Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM MBE TEACHER,SC,FIFTH GRADE / 10 MONTH
BRIDWELL, CHELSEA MIDDLETON DOE TEACHER, SC, SIXTH GR 10 MONTH	Charles E. Bennett Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM CEB TEACHER,SC,FIFTH GRADE / 10 MONTH
BROWN, VERONICA CLARK OHS TEACHER, BUSINESS ED 10 MONTH	Argyle Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM AES TEACHER,SC,FIFTH GRADE / 10 MONTH
CARAWAY, TELISSA ANN RHS TEACHER, MATHEMATICS, SR 10 MONTH	Lake Asbury Junior High School	EFFECTIVE 08/02/2021 / TRANSFER FROM LAJ TEACHER, MATHEMATICS, JH/ 10 MONTH
CARTER, JANETT LYNETTE DOE TEACHER, SC, KINDERGARTEN 10 MONTH	Argyle Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM AES TEACHER,SC, SECOND GRADE/ 10 MONTH
CLARK-ALEXANDER, VERNESTER WES COUNSELOR, ELEM 10 MONTH	Wilkinson Jr High	EFFECTIVE 08/02/2021 / TRANSFER FROM WJH COUNSELOR, JH / 10 MONTH
COX, ANGELA SHEILA POE TEACHER, SC, SIXTH GR 10 MONTH	Charles E. Bennett Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM CEB MATH COACH, ELEMENTARY / 10 MONTH
DAVIS, GINA B K12 CURR SPEC 11 MO 11 MONTH	Fleming Island High School	EFFECTIVE 07/20/2021 / TRANSFER FROM FIH AICE PROGRAM FACILITATOR / 11 MONTH
DAVIS, KIMBERLY MCCARTY SPC TEACHER, SC, FIFTH GR 10 MONTH	Charles E. Bennett Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM CEB TEACHER,SC,FIFTH GRADE / 10 MONTH
EATON, PAMELA A RHS TEACHER, LANGUAGE ARTS, SH 10 MONTH	Lake Asbury Junior High School	EFFECTIVE 08/02/2021 / TRANSFER FROM LAJ TEACHER, LANGUAGE ARTS, JH / 10 MONTH
GANN, ASHLEY NICHOLE LAE TEACHER, SC, FIRST GR 10 MONTH	Lake Asbury Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM ESE TEACHER, VE/INCLUSION / 10 MONTH
GOOLSBY, APRIL DENISE CHE TEACHER, SC, SECOND GR 10 MONTH	Mcrae Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM MRE TEACHER,SC,FIFTH GRADE / 10 MONTH
GRAHAM, CLARISSA BERNADETTE OPJ TEACHER, PHYSICAL ED JH 10 MONTH	Charles E. Bennett Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM CEB TEACHER, PHYSICAL ED EL / 10 MONTH
GREENE, ROBERT ANTHONY	Keystone Heights Elementary	Effective 2021-08-02

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III. Instructional Actions

D. TRANSFER

Name/Assignment	Site	Previous Assignment
CEB TEACHER, CURRICULUM COACH 10 MONTH		/transfer from /
HARVEY, DIANE P OHS TEACHER, MATHEMATICS, SR 10 MONTH	Clay Virtual Academy	EFFECTIVE 08/02/2021 / TRANSFER FROM CVA TEACHER, MATHEMATICS, SH / 10 MONTH
HILL, KATHLEEN LYNN KHE MENTAL HEALTH COUNS 10 MO 10 MONTH	Student Services	Effective 2021-08-02 /transfer from /
HUNTER, JENNIFER E GCJ TEACHER, LANGUAGE ARTS, JH 10 MONTH	Bannerman Learning Center	EFFECTIVE 08/02/2021 / TRANSFER FROM BLC TEACHER, LANGUAGE ARTS, SH / 10 MONTH
JOHNSON, SPENCER ALAN MHS TEACHER, STRATEGIC INT 10 MONTH	Bannerman Learning Center	EFFECTIVE 08/02/2021 / TRANSFER FROM BLC TEACHER, DEAN, HS / 10 MONTH
JOSHUA, SARAH ALICE RLA READING COACH, ELEMENTARY 10 MONTH	Wilkinson Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM WES TEACHER, TITLE I, ELEM / 10 MONTH
KENNARD, WHITNEY BROOKE PES TEACHER, VE/INCLUSION 10 MONTH	Grove Park Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM GPE TEACHER, TITLE I, ELEM / 10 MONTH
LANNOM, CHRISTOPHER PHILLIP OLJ TEACHER, PHYSICAL ED JH 10 MONTH	Oakleaf High School	EFFECTIVE 08/02/2021 / TRANSFER FROM OHS TEACHER, PHYSICAL ED SH / 10 MONTH
LAUNIKITIS, MORGAN MARIE WES TEACHER, SC, FIFTH GR 10 MONTH	Middleburg Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM MBE TEACHER,SC,SIXTH GRADE / 10 MONTH
LOONEY, KERRI RENEE CHS TEACHER, READING, SH 10 MONTH	Lake Asbury Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM LAE TEACHER, VE/INCLUSION / 10 MONTH
MANZI, COURTNEY JO PES TEACHER, SC, FOURTH GR 10 MONTH	Grove Park Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM GPE TEACHER,SC, FOURTH GRADE / 10 MONTH
MAYFIELD, AMY YOUNG RHS TEACHER, SOC STUD, SH 10 MONTH	Tynes Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM TES TEACHER,SC, FOURTH GRADE / 10 MONTH
MCGUFFEY, PAMELA GAIL PES TEACHER, SC, FOURTH GR 10 MONTH	Plantation Oaks Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM POE TEACHER,SC,THIRD GRADE / 10 MONTH
MCREE, MAEGAN BROOKE MHS TEACHER, LANGUAGE ARTS, SH 10 MONTH	Lakeside Junior High	EFFECTIVE 08/02/2021 / TRANSFER FROM LJH TEACHER, LANGUAGE ARTS, JH / 10 MONTH
MISKOWSKI, KIMBERLY M CGE MEDIA SPECIALIST, ELEM	Clay Virtual Academy	EFFECTIVE 08/02/2021 / TRANSFER FROM CVA

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III. Instructional Actions

D. TRANSFER

Name/Assignment	Site	Previous Assignment
10 MONTH		TEACHER, K-3 / 10 MONTH
MUFFLEY, JESSICA MARIE POE TEACHER, SC, THIRD GR 10 MONTH	Grove Park Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM GPE TEACHER,SC,THIRD GRADE / 10 MONTH
PERRY, APRIL C TES TEACHER, SC, FOURTH GR 10 MONTH	Grove Park Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM GPE TEACHER,SC,FOURTH GRADE / 10 MONTH
PHILLIPS, KELLY M SLE TEACHER, SC, SECOND GR 10 MONTH	Coppergate Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM CGE TEACHER,SC,SECOND GRADE / 10 MONTH
PLACILLA, KELLY DUNN TBE TEACHER, VE/INCLUSION 10 MONTH	Doctors Inlet Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM DIS TEACHER, VE/INCLUSION / 10 MONTH
RAY, KATHLEEN DRYSDALE TBE TEACHER, SC, THIRD GR 10 MONTH	Argyle Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM AES TEACHER,SC,FOURTH GRADE / 10 MONTH
RIGNEY, JULIE RENE KHE TEACHER, EBD 10 MONTH	Charles E. Bennett Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM CEB TEACHER, VE/INCLUSION / 10 MONTH
RODIFER, KELLIE ANTHONY DOE TEACHER, VE/INCLUSION 10 MONTH	Grove Park Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM GPE TEACHER, CURRICULUM COACH / 10 MONTH
ROWE, MELANIE ANNE OVE TEACHER, SCIENCE, ELEM 10 MONTH	Thunderbolt Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM TBE TEACHER, INSTRUCT TECH EL / 10 MONTH
SHAFFER, DEANNA GAIL AES TEACHER, PHYSICAL ED EL 10 MONTH	Plantation Oaks Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM POE TEACHER, PHYSICAL ED EL / 10 MONTH
STEINFURTH, KRISTIN MARIE PES TEACHER, SC, FOURTH GR 10 MONTH	Grove Park Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM GPE TEACHER,SC,THIRD GRADE / 10 MONTH
THAI, LUULY CGE COUNSELOR, ELEM 10 MONTH	Grove Park Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM GPE, COUNSELOR, ELEM / 10 MONTH
TRAYWICK, BENJAMIN D MHS TEACHER, PHYSICAL ED SH 10 MONTH	Middleburg Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM MBE TEACHER, PHYSICAL ED EL / 10 MONTH
TUTLER, SHARYSE YVETTE RLA READING COACH, ELEMENTARY 10 MONTH	S. Bryan Jennings Elementary	EFFECTIVE 08/02/2021 / TRANSFER FROM SBJ TEACHER,SC,SECOND GRADE / 10 MONTH

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III. Instructional Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

Name/Assignment	Site	Effective/Action

DRAFT

III. Instructional Actions

F. SUPPLEMENT

Name/Assignment	Site	Supplement Action

DRAFT

III. INSTRUCTIONAL ACTIONS 2021-2022

G. PENDING APPOINTMENTS

Name	Site	Subject	OOF Subject	Effective

NONE

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III. INSTRUCTIONAL ACTIONS 2021-2022

H. OUT OF FIELD

Name	Site	Subject	OOF Subject

NONE

DRAFT

A. SUMMER SCHOOL

Name/Assignment	Site	Effective Dates

NONE

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2020-2021

B. COMMUNITY EDUCATION

Appointments

NONE

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2020-2021

C. ADULT EDUCATION

Appointments

NONE

DRAFT

A. SUMMER SCHOOL

Name/Assignment	Site	Effective Dates

NONE

DRAFT

IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2021-2022

B. COMMUNITY EDUCATION

Appointments

NONE

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IV. INSTRUCTIONAL MISCELLANEOUS ACTIONS 2021-2022

C. ADULT EDUCATION

Appointments

NONE

DRAFT

V. INSTRUCTIONAL SUBSTITUTE TEACHER ACTIONS 2020-2021

A. SUBSTITUTE TEACHER APPROVAL

Appointments

NONE

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V. INSTRUCTIONAL SUBSTITUTE TEACHER ACTIONS 2021-2022

A. SUBSTITUTE TEACHER APPROVAL

Appointments

NONE

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VI. Support Actions

A. APPOINTMENT

	Name/Assignment	Site	Action/Effective
	AYALA BERMUDEZ, JAVIER DE ITS TECH SPECIALIST 12 MO SU	Information Services	Effective 2021-05-10 12 MO SU / Annual
	BAKER, CELESTE SHARON OPH CAFE ASSISTANT 6.5 HOURS 9 MON CA	Orange Park High	Effective 2021-04-15 9 MON CA / Annual
	BRYANT, DALLAS RAE ROE CAFE VAN DRIVER 5.25 HOURS 9 MON SU	Rideout Elementary	Effective 2021-05-05 9 MON SU / Annual
0.9	BURCH, CASSANDRA TINA RHS BEHAVIORAL HEALTH ASST 9 MON SU	Ridgeview High School	Effective 2021-04-20 9 MON SU / Annual
	CASTLEMAN II, BRYAN KEITH TBE CUSTODIAN 12 MO SU	Thunderbolt Elementary	Effective 2021-04-20 12 MO SU
0.9	GRIER, JORDAE CORNELL RHS BEHAVIORAL HEALTH ASST 9 MON SU	Ridgeview High School	Effective 2021-04-14 9 MON SU / Annual
	JACKSON, STACY LOUISE OHS CUSTODIAN 12 MO SU	Oakleaf High School	Effective 2021-04-15 12 MO SU / Annual
0.9	MARTELLE, LAURA MARIE ROE BEHAVIORAL HEALTH ASST 9 MON SU	Rideout Elementary	Effective 2021-05-07 9 MON SU / Annual
0.9	MYERS, SARA ELIZABETH LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	Effective 2021-05-10 9 MON SU / Annual
	NORRIS, JULIE MARIE TBE CAFE ASSISTANT 4 HOURS 9 MON CA	Thunderbolt Elementary	Effective 2021-04-28 9 MON CA / Annual
0.9	RINERE, JENNY LYNN LAJ GENERAL HEALTH ASSISTA 9 MON SU	Lake Asbury Junior High School	Effective 2021-04-20 9 MON SU / Annual
	RUTTLE, KEVIN GREGORY MNT HVAC TECH 12 MO SU	Division Of Support Services	Effective 2021-05-10 12 MO SU / Annual
0.9	SCHERER SMITH, NANCY JOAN BLC BEHAVIORAL HEALTH ASST 9 MON SU	Bannerman Learning Center	Effective 2021-04-30 9 MON SU / Annual
	SCOBLE, CINDY LOUISE MBE CAFE ASSISTANT 4.75 HOURS 9 MON CA	Middleburg Elementary	Effective 2021-04-15 9 MON CA / Annual
0.8	STANSBERRY, ABIGAIL G PES IN SCHOOL SUSPENSION 9 MON SU	Robert M. Paterson Elementary	Effective 2021-04-05 9 MON SU / Annual
	TUDER, CHRISTOPHER JAMES TRN MECHANIC 12 MO SU	Transportation	Effective 2021-04-12 12 MO SU

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VI. Support Actions

A. APPOINTMENT

	Name/Assignment	Site	Action/Effective
0.8	TURTURRO, PHILIP JOSEPH DIS IN SCHOOL SUSPENSION 9 MON SU	Doctors Inlet Elementary	Effective 2021-05-03 9 MON SU / Annual
	WILKINSON, MIRANDA LEIGH SCHOOL RESOURCE OFFICER 12 MO SU	School Police Department	Effective 2021-04-14 12 MO SU / AC Safety and Security

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VI. Support Actions

B. RE-APPOINTMENT

	Name/Assignment	Site	Contract
0.9	ANDERSON, ANTON BLC BEHAVIORAL HEALTH ASST 9 MON SU	Bannerman Learning Center	9 MON SU / Multi-Year Conditional
0.9	CASON, LIOUDMILA PETROVNA BLC BEHAVIORAL HEALTH ASST 9 MON SU	Bannerman Learning Center	9 MON SU / Annual
0.9	INGERSOLL, SYDNEY L WEC BEHAVIORAL HEALTH ASST 9 MON SU	W.E. Cherry Elementary	9 MON SU / Annual
0.9	NESMITH, CARL EDWARD MHS BEHAVIORAL HEALTH ASST 9 MON SU	Middleburg High	9 MON SU / Multi-Year Conditional
0.9	PETERSON, KATINA GWINN FIE BEHAVIORAL HEALTH ASST 9 MON SU	Fleming Island Elementary	9 MON SU / Multi-Year Conditional

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VI. Support Actions

C. RE-DESIGNATION

Name/Assignment	Site	Previous
KELLER, KENNETH R FIH CUSTODIAN 12 MO SU	Fleming Island High School	Effective 2021-05-05 / redesignated from / SUPPORT - CWL 12 M0 / LNG TRM

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VI. Support Actions

D. TRANSFER

	Name/Assignment	Site	Previous
	ACEVEDO, MYRIAM OHS CAFE ASSISTANT 7.5 HOURS 9 MON CA	Oakleaf High School	Effective 2021-03-02 /transfer from / OHS CAFE ASSISTANT 6.5 HOURS
	BAILEY, SHEILA WHITE POE CAFE ASSISTANT 3 HOURS 9 MON CA	Plantation Oaks Elementary	Effective 2021-04-27 9 MON CA / Multi-Year Conditional
	CAMPBELL, VIOLA ELAINE LES HEAD CUSTODIAN 12 MO SU	Lakeside Elementary	Effective 2021-05-04 /transfer from / LES CUSTODIAN
	CANTLON, KURTIS DEAN WES CAFE ASSISTANT 4 HOURS 9 MON CA	Wilkinson Elementary	Effective 2021-05-05 /transfer from / WES CAFE ASSISTANT 3 HOURS
	CARNEY, ELIZABETH BRADLEY BLC ST RECORD SEC 12 MO 12 MO SU	Bannerman Learning Center	Effective 2021-04-30 /transfer from / BLC SCHOOL SECRETARY 10 MONTH
	HAYMON COLSON, JOSHUA C MNT HVAC TECH 12 MO SU	Division of Support Srvcs	Effective 2021-04-12 /transfer from / MNT GENERAL MAINT WORKER
	HERNANDEZ-ORTIZ, MARIA OHS CAFE ASSISTANT 6.5 HOURS 9 MON CA	Oakleaf High School	Effective 2021-04-14 /transfer from / OHS CAFE ASSISTANT 5 HOURS
	INGRAM, MARY LEE ANN CEB CUSTODIAN 12 MO SU	Charles E. Bennett Elementary	Effective 2021-04-22 /transfer from / OPR CUSTODIAN
	JEAN, MICHELENE OHS CUSTODIAN 12 MO SU	Clay High	Effective 2021-05-17 /transfer from / CHS CUSTODIAN
	KEY, TARA CHRISTINE ESE ADMINSTRATIVE SUPPORT ASST 12 MO SU	Argyle Elementary	Effective 2021-06-07 /transfer from / AES SECRETARY 11 MO
	MONGILLO, SHARON WEC CUSTODIAN 12 MO SU	W.E. Cherry Elementary	Effective 2021-05-03 /transfer from / WEC CAFE ASSISTANT 6 HOURS
0.9	NICHOLSON, CORY JACOB RHS BEHAVIORAL HEALTH ASST 9 MON SU	Ridgeview High School	Effective 2021-05-03 /transfer from / MHS BEHAVIORAL HEALTH ASST
	NORRIS, JENNIFER MARY GCJ ST RECORD SEC 12 MO 12 MO SU	Green Cove Springs Junior High	Effective 2021-04-26 /transfer from / BLC ST RECORD SEC 12 MO
	PITTMAN, BILLY J MNT CARPENTER 12 MO SU	Division of Support Srvcs	Effective 2021-05-03 /transfer from / LES HEAD CUSTODIAN
	PUCKETT, HEATHER NICOLE CHE CAFE ASSISTANT 4 HOURS 9 MON CA	Clay Hill Elementary	Effective 2021-04-16 /transfer from / CHE CAFE ASSISTANT 3.5 HOURS
0.9	REED, ANGELE LYN MHS GENERAL HEALTH ASSISTA 9 MON SU	Middleburg High	Effective 2021-04-26 /transfer from / LJH BEHAVIORAL HEALTH ASST
	SKINNER, GARY D	Division of Support Srvcs	Effective 2021-06-18

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VI. Support Actions

D. TRANSFER

Name/Assignment	Site	Previous
MNT LOCKSMITH 12 MO SU		/transfer from / MNT ROOFER
SUMMERFORD, ANNA M TES CAFE ASSISTANT 5 HOURS 9 MON CA	Tynes Elementary	Effective 2021-05-04 /transfer from / TES CAFE ASSISTANT 3 HOURS
THOMAS, TIFFANY A KHE CAFE ASSISTANT 3 HOURS 9 MON CA	Keystone Heights Elementary	Effective 2021-05-10 /transfer from / KHE CAFE ASSISTANT 6 HOURS

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VI. Support Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	Name/Assignment	Site	Action/Effective
	ALLIGOOD, JACKIE M TRN BUS DRIVER TRANSPOR	Transportation	Effective 2021-06-03 RESIGNATION
	BAILEY, SHEILA WHITE POE CAFE ASSISTANT 3 HOURS 9 MON CA	Plantation Oaks Elementary	Effective 2021-04-28 RESIGNATION
	BOWERS, SETH ALYNN WEC CUSTODIAN 12 MO SU	W.E. Cherry Elementary	Effective 2021-04-13 RESIGNATION
	BROWN, BRENDA L POE CAFE ASSISTANT 6 HOURS 9 MON CA	Plantation Oaks Elementary	Effective 2021-04-26 RESIGNATION
	CASH, MARYLOU FIE CAFE ASSISTANT 5.75 HOURS 9 MON CA	Fleming Island Elementary	Effective 2021-04-09 RESIGNATION
	CASTLEMAN II, BRYAN KEITH TBE CUSTODIAN 12 MO SU	Thunderbolt Elementary	Effective 2021-04-20 Conclude Employment
	CHAMBERS, LINDA LOUISE TRN BUS DRIVER TRANSPOR	Transportation	Effective 2021-06-03 RESIGNATION
	CHAMORRO ARIOLA, JEANETTE ANN OPJ CAFE ASSISTANT 6.5 HOURS 9 MON CA	Orange Park Jr High	Effective 2021-04-16 RESIGNATION
	CLEVINGER, TAMMY J SUPPORT - CWL 12 M0 LNG TRM	COUNTY-WIDE LEAVE	Effective 2021-04-30 RESIGNATION
	CUMPA, PATRICIA D RHS CAFE ASSISTANT 3.5 HOURS 9 MON CA	Ridgeview High School	Effective 2021-04-16 RESIGNATION
	CURRY, L'TANJA KATRICE GCJ ST RECORD SEC 12 MO 12 MO SU	Green Cove Springs Junior High	Effective 2021-04-16 RESIGNATION
	E0200697 SCHOOL SAFETY OFFICER 9 MON SU	Division Of Support Services	Effective 2021-05-07 RESIGNATION
	EDWARDS, LEE COLVIN OHS SCHOOL SECRETARY/ST SER 10 MONTH	Oakleaf High School	Effective 2021-06-04 RETIREMENT
0.9	EKENBARGER, CAROL F KHE GENERAL HEALTH ASSISTA 9 MON SU	Keystone Heights Elementary	Effective 2021-06-03 RESIGNATION
0.9	ESPINOSA, CYNTHIA TBE GENERAL HEALTH ASSISTA 9 MON SU	Thunderbolt Elementary	Effective 2021-06-03 RESIGNATION
	FRAME, JACK A TRN SHOP MANAGER 12 MO SU	Transportation	Effective 2021-06-04 RETIREMENT

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VI. Support Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	Name/Assignment	Site	Action/Effective
0.9	GAMBOA, ALIANA ALEXIS TBE BEHAVIORAL HEALTH ASST 9 MON SU	Thunderbolt Elementary	Effective 2021-06-03 RESIGNATION
	HALL, SHERRY L RHS PRINCIPAL SECRETARY CONFIDEN	Ridgeview High School	Effective 2021-06-30 RETIREMENT
0.9	HERRERA, JENNY GARRIDO SUPPORT - CWL 9 M0 188 LNG TRM	COUNTY-WIDE LEAVE	Effective 2021-06-03 RESIGNATION
	HERRICK, MICHELLE D TES LICENSED PRAC NURSE 10 MONTH	Tynes Elementary	Effective 2021-06-04 RESIGNATION
	HINES, CALVIN J CHS CUSTODIAN 12 MO SU	Clay High	Effective 2021-04-23 RESIGNATION
0.9	JEWELL, CARA WILEMON TBE GENERAL HEALTH ASSISTA 9 MON SU	Thunderbolt Elementary	Effective 2021-05-14 RESIGNATION
0.9	JOHNSON, ASHLEY RVE BEHAVIORAL HEALTH ASST 9 MON SU	Ridgeview Elementary	Effective 2021-06-03 RESIGNATION
0.9	LEVERETTE, JESSICA LYNN KHH BEHAVIORAL HEALTH ASST 9 MON SU	Keystone Heights High School	Effective 2021-04-06 RESIGNATION
0.9	LOUQUE, KAREN MARIE MRE BEHAVIORAL HEALTH ASST 9 MON SU	Mcrae Elementary	Effective 2021-04-20 CONCLUDE EMPLOYMENT
	MCKENZIE, SHANNON NICOLE SUPPORT - CWL 9 M0 188 LNG TRM	COUNTY-WIDE LEAVE	Effective 2021-06-03 RESIGNATION
	MCWILLIAMS, KELSEY LAUREN PES LICENSED PRAC NURSE 10 MONTH	Robert M. Paterson Elementary	Effective 2021-06-04 RESIGNATION
0.9	MILLER, PAMELA JEAN FIE GENERAL ASSISTANT LNG TRM	Fleming Island Elementary	Effective 2021-06-03 RETIREMENT
	MILLER, TERRANCE J TRN ROUTING DISPATCHER 12 MO SU	Transportation	Effective 2021-06-30 RESIGNATION
0.0	NEWBEGIN, JESSICA LYNN TES CAFE ASSISTANT 5 HOURS LNG TRM	Tynes Elementary	Effective 2021-04-23 RESIGNATION
0.8	NEWBERN, ALEXIS LEANN LES IN SCHOOL SUSPENSION 9 MON SU	Lakeside Elementary	Effective 2021-06-02 RESIGNATION
	PARMENTER, AMBER LEIGH PES CAFE ASSISTANT 3.75 HOURS 9 MON CA	Robert M. Paterson Elementary	Effective 2021-04-14 CONCLUDE EMPLOYMENT
0.9	PEACOCK, MERIELLE MOWERY FIE GENERAL HEALTH ASSISTA 9 MON SU	Fleming Island Elementary	Effective 2021-04-20 RESIGNATION

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VI. Support Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	Name/Assignment	Site	Action/Effective
0.9	POWELL, HAZEL DELOISE OVE GENERAL HEALTH ASSISTA 9 MON SU	Oakleaf Village Elementary	Effective 2021-04-30 RESIGNATION
0.9	PRIDGEN, MELISSA A FIE BEHAVIORAL HEALTH ASST 9 MON SU	Fleming Island Elementary	Effective 2021-06-03 CONCLUDE EMPLOYMENT
	PROFIT, SHAUNA LOUISE KHE CAFE ASSISTANT 3 HOURS 9 MON CA	Keystone Heights Elementary	Effective 2021-04-09 RESIGNATION
	RIEGEL, SLATER JAMES MNT PAINTER 12 MO SU	Division of Support Srvcs	Effective 2021-05-21 RESIGNATION
0.9	RIVERA, SAMUEL SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	Effective 2021-06-03 RESIGNATION
	ROBBINS, PATRICIA M SBJ PRINCIPAL SECRETARY CONFIDEN	S. Bryan Jennings Elementary	Effective 2021-06-30 RETIREMENT
	ROBERTS, CHRISTINA L CEB PRINCIPAL SECRETARY CONFIDEN	Charles E. Bennett Elementary	Effective 2021-06-11 RESIGNATION
0.9	RYALS, RITA ELLEN MHS BEHAVIORAL HEALTH ASST 9 MON SU	Middleburg High	Effective 2021-06-03 RETIREMENT
0.9	SENTERS, LISA D SUPPORT - CWL 9 M0 188 LNG TRM	COUNTY-WIDE LEAVE	Effective 2021-06-03 RESIGNATION
0.9	STETLER, LYNDSAY RENAE PES GENERAL ASSISTANT 9 MON SU	Robert M. Paterson Elementary	Effective 2021-06-03 RESIGNATION
	SWEAT, JESSICA LYNN RVE CUSTODIAN 12 MO SU	Ridgeview Elementary	Effective 2021-04-16 RESIGNATION
	TUDER, CHRISTOPHER JAMES TRN MECHANIC 12 MO SU	Transportation	Effective 2021-05-03 Conclude Employment
	WIGGINS, PATRICIA A TRN BUS DRIVER TRANSPOR	Transportation	Effective 2021-06-03 RETIREMENT
	WILLIAMS, MARTHA LOUISE CEB GENERAL ASSISTANT 9 MON SU	Charles E. Bennett Elementary	Effective 2021-06-03 CONCLUDE EMPLOYMENT

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VI. Support Actions

F. SUPPLEMENT

	Name/Assignment	Site	Previous
	DAVIS, TRENTIN O RHS FOOTBALL HD HS 25% SUPPLEME	Ridgeview High School	Appointment
	DAVIS, TRENTIN O RHS FOOTBALL HD JV 25% SUPPLEME	Ridgeview High School	Resignation
	HOSPITAL, STEPHEN CLYDE FIH FOOTBALL ASST HS 25% SUPPLEME	Bannerman Learning Center	Appointment
0.5	MCNEILL, MOLLY DIANE FIH DISCRETIONARY SUPPLEME	Fleming Island High School	Appointment
	MCNEILL, MOLLY DIANE FIH TENNIS HD SH SUPPLEME	Fleming Island High School	Appointment
0.5	POWELL, ARINTON D OHS FOOTBALL ASST HS 25% SUPPLEME	Orange Park High	Resignation
0.5	SALVINO, LISA MARIE FIH DISCRETIONARY SUPPLEME	Fleming Island High School	Appointment

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VI. Support Actions

A. APPOINTMENT

	Name/Assignment	Site	

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VI. Support Actions

B. RE-APPOINTMENT

	Name/Assignment	Site	Contract
	ALLEN, LISA Y FIH REGISTERED NURSE 10 MONTH	Fleming Island High School	10 MONTH / Multi-Year Conditional
0.9	ANDERSON, ANTON BLC BEHAVIORAL HEALTH ASST 9 MON SU	Bannerman Learning Center	9 MON SU / Multi-Year Conditional
0.9	BERNHARD, CHRISTINA MARIE SLE CLASSROOM ASSISTANT PREK 9 MON SU	Shadowlawn Elementary	9 MON SU / Annual
	BRYANT, DALLAS RAE ROE CAFE VAN DRIVER 5.25 HOURS 9 MON SU	Rideout Elementary	9 MON SU / Annual
0.9	CAJAS, JOHNNY P ROE BEHAVIORAL HEALTH ASST 9 MON SU	Rideout Elementary	9 MON SU / Multi-Year Conditional
0.9	CASON, LIOUDMILA PETROVNA BLC BEHAVIORAL HEALTH ASST 9 MON SU	Bannerman Learning Center	9 MON SU / Multi-Year Conditional
0.9	COLEMAN, KATIE ANN TES BEHAVIORAL HEALTH ASST 9 MON SU	Tynes Elementary	9 MON SU / Annual
0.9	FENDER, JENNIFER M KHE GENERAL ASSISTANT 9 MON SU	Keystone Heights Elementary	9 MON SU / Multi-Year Conditional
	FULLER, RAEKWON AHMAD WEC CUSTODIAN 12 MO SU	W.E. Cherry Elementary	12 MO SU / 3rd year annual, support
	GODBOLD JR, THOMAS J ITS PROGRAMMER/ANALYST 12 MO SU	Information Services	12 MO SU / Annual
0.9	HALL, JAYLA DEE RVE BEHAVIORAL HEALTH ASST 9 MON SU	Ridgeview Elementary	9 MON SU / Annual
0.9	HARRIS, CASSIDIE L FIE BEHAVIORAL HEALTH ASST 9 MON SU	Fleming Island Elementary	9 MON SU / Multi-Year Conditional
	HENRY, GASSETTIA O CEB GENERAL ASSISTANT 9 MON SU	Charles E. Bennett Elementary	9 MON SU / Annual
0.9	INGERSOLL, SYDNEY L WEC BEHAVIORAL HEALTH ASST 9 MON SU	W.E. Cherry Elementary	9 MON SU / Multi-Year Conditional
0.8	JERNIGAN, MELANIE SHAW WEC ESOL CLASSROOM ASSISTANT 9 MON SU	W.E. Cherry Elementary	9 MON SU / Multi-Year Conditional
	KELLER, KENNETH R FIH CUSTODIAN 12 MO SU	Fleming Island High School	12 MO SU / Multi-Year Conditional

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VI. Support Actions

B. RE-APPOINTMENT

	Name/Assignment	Site	Contract
0.9	KINNEY, NICHELLE R SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	9 MON SU / Multi-Year Conditional
	KYPREOS, DOVIE D WEC LICENSED PRAC NURSE 10 MONTH	W.E. Cherry Elementary	10 MONTH / Multi-Year Conditional
	LACONTE, CAROL ANN FIE REGISTERED NURSE 10 MONTH	Fleming Island Elementary	10 MONTH / Multi-Year Conditional
	LITTLE, CHARLES JACOB ITS TECH SPECIALIST 12 MO SU	Information Services	12 MO SU / Multi-Year Conditional
0.9	MARTELLE, LAURA MARIE ROE BEHAVIORAL HEALTH ASST 9 MON SU	Rideout Elementary	9 MON SU / Annual
	MCCREARY, MICHELLE CHARLINE WES IN SCHOOL SUSPENSION 9 MON SU	Wilkinson Elementary	9 MON SU / Annual
	MEDELLIN, LISA A FIE LICENSED PRAC NURSE 10 MONTH	Fleming Island Elementary	10 MONTH / Multi-Year Conditional
0.9	MILLER, KIMBERLY DIANE LAE BEHAVIORAL HEALTH ASST 9 MON SU	Lake Asbury Elementary	9 MON SU / Annual
0.9	MILLER, RACHEL ANN MRE GENERAL ASSISTANT 9 MON SU	Mcrae Elementary	9 MON SU / Annual
0.9	MONTGOMERY, RICHARDEAN AES GENERAL ASSISTANT 9 MON SU	Montclair Elementary	9 MON SU / Multi-Year Conditional
0.9	MYERS, SARA ELIZABETH LJH BEHAVIORAL HEALTH ASST 9 MON SU	Lakeside Junior High	9 MON SU / Annual
0.9	NESMITH, CARL EDWARD MHS BEHAVIORAL HEALTH ASST 9 MON SU	Middleburg High	9 MON SU / Multi-Year Conditional
	NORRIS, JULIE MARIE TBE CAFE ASSISTANT 4 HOURS 9 MON CA	Thunderbolt Elementary	9 MON CA / Annual
	OLIVER-MARNEY, MARY T KHE REGISTERED NURSE 10 MONTH	Keystone Heights Elementary	10 MONTH / Multi-Year Conditional
0.9	PARKS, KATHRYN LEANNA SPC BEHAVIORAL HEALTH ASST 9 MON SU	Swimming Pen Creek Elem	9 MON SU / Annual
0.9	PETERSON, KATINA GWINN FIE BEHAVIORAL HEALTH ASST 9 MON SU	Fleming Island Elementary	9 MON SU / Multi-Year Conditional
0.9	PRICE, LANE MARION TES BEHAVIORAL HEALTH	Tynes Elementary	9 MON SU / 3rd year annual, support

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VI. Support Actions

B. RE-APPOINTMENT

	Name/Assignment	Site	Contract
	ASST 9 MON SU		
	PUCKETT, HEATHER NICOLE CHE CAFE ASSISTANT 4 HOURS 9 MON CA	Clay Hill Elementary	9 MON CA / Multi-Year Conditional
	RAMOS, EMILY ANNE CEB TITLE I ASSISTANT 9 MON SU	Charles E. Bennett Elementary	9 MON SU / Annual
	REESE, VIVIAN ROZITA FIE CUSTODIAN 12 MO SU	Fleming Island Elementary	12 MO SU / Multi-Year Conditional
	ROBERTS, ASHLEY MARIE SLE CAFE ASSISTANT 4.25 HOURS 9 MON CA	Shadowlawn Elementary	9 MON CA / Annual
0.9	ROBLES RODRIGUEZ, LILIANA TES BEHAVIORAL HEALTH ASST 9 MON SU	Tynes Elementary	9 MON SU / Annual
	SANTIAGO FIGUEROA, LIOMARYS GPE CAFE ASSISTANT 5.5 HOURS 9 MON CA	Grove Park Elementary	9 MON CA / Annual
0.9	SCHERER SMITH, NANCY JOAN BLC BEHAVIORAL HEALTH ASST 9 MON SU	Bannerman Learning Center	9 MON SU / Annual
	SCOBLE, CINDY LOUISE MBE CAFE ASSISTANT 4.75 HOURS 9 MON CA	Middleburg Elementary	9 MON CA / Annual
	SEXTON, PAMELA G TBE REGISTERED NURSE 10 MONTH	Thunderbolt Elementary	10 MONTH / Annual
0.8	STANSBERRY, ABIGAIL G PES IN SCHOOL SUSPENSION 9 MON SU	Robert M. Paterson Elementary	9 MON SU / Annual
0.8	STRICKLAND, MELISSA L STS HEALTH ASSISTANT 9 MON SU	Student Services	9 MON SU / Annual
0.9	TILLMAN, ASHLIE NICOLE MRE BEHAVIORAL HEALTH ASST 9 MON SU	Mcrae Elementary	9 MON SU / Annual
0.8	TILLMAN, LISA M MCE IN SCHOOL SUSPENSION 9 MON SU	Montclair Elementary	9 MON SU / Annual
	TUCKER, CHRISTI H LAE REGISTERED NURSE 10 MONTH	Lake Asbury Elementary	10 MONTH / Multi-Year Conditional
0.8	TURTURRO, PHILIP JOSEPH DIS IN SCHOOL SUSPENSION 9 MON SU	Doctors Inlet Elementary	9 MON SU / Annual
0.9	VITALE, DANIEL JAMES SPC BEHAVIORAL HEALTH	Swimming Pen Creek Elem	9 MON SU / Multi-Year Conditional

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VI. Support Actions

B. RE-APPOINTMENT

	Name/Assignment	Site	Contract
	ASST 9 MON SU		
	WELLS, KAITLIN LEANNE RVE REGISTERED NURSE 10 MONTH	Ridgeview Elementary	10 MONTH / Annual
	WOLTER, CHRISTIANNE LUCILLE TBE REGISTERED NURSE 10 MONTH	Thunderbolt Elementary	10 MONTH / Annual
0.9	WRIGHT, LAJAHMES KHADIJAH WEC BEHAVIORAL HEALTH ASST 9 MON SU	W.E. Cherry Elementary	9 MON SU / Annual

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VI. Support Actions

C. RE-DESIGNATION

	Name/Assignment	Site	

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VI. Support Actions

D. TRANSFER

	Name/Assignment	Site	Previous
	ACEVEDO, MYRIAM OHS CAFE ASSISTANT 7.5 HOURS 9 MON CA	Oakleaf High School	EFFECTIVE 2021-08-09 TRANSFER FROM OHS CAFE ASST 6.5 HOURS
	BAILEY, SHEILA WHITE POE CAFE ASSISTANT 3 HOURS 9 MON CA	Plantation Oaks Elementary	EFFECTIVE 2021-08-09 TRANSFER FROM CEB CAFE ASST 6.5 HOURS
	CAMPBELL, VIOLA ELAINE LES HEAD CUSTODIAN 12 MO SU	Lakeside Elementary	EFFECTIVE 2021-07-01 TRANSFER FROM LES CUSTODIAN
	CANTLON, KURTIS DEAN WES CAFE ASSISTANT 4 HOURS 9 MON CA	Wilkinson Elementary	EFFECTIVE 2021-08-09 TRANSFER FROM WES CAFE ASST 3 HOURS
	CARNEY, ELIZABETH BRADLEY BLC ST RECORD SEC 12 MO 12 MO SU	Bannerman Learning Center	EFFECTIVE 2021-07-01 TRANSFER FROM BLC SCHOOL SECRETARY 10 MONTH
	HARRIS, ALLISON J RHS ST RECORD SEC 12 MO 12 MO SU	Ridgeview High School	EFFECTIVE 2021-07-01 TRANSFER FROM RHS SCHOOL SECRETARY 12 MO
	HAYMON COLSON, JOSHUA C MNT HVAC TECH 12 MO SU	Division of Support Srvcs	EFFECTIVE 2021-07-01 TRANSFER FROM MNT GENERAL MAINT WORKER
	HERNANDEZ-ORTIZ, MARIA OHS CAFE ASSISTANT 6.5 HOURS 9 MON CA	Oakleaf High School	EFFECTIVE 2021-08-09 TRANSFER FROM OHS CAFE ASST 5 HOURS
	INGRAM, MARY LEE ANN CEB CUSTODIAN 12 MO SU	Charles E. Bennett Elementary	EFFECTIVE 2021-07-01 TRANSFER FROM OPR CUSTODIAN
	JEAN, MICHELENE CHS CUSTODIAN 12 MO SU	Clay High	EFFECTIVE 2021-07-01 TRANSFER FROM CHS CUSTODIAN
	KEY, TARA CHRISTINE ESE ADMINSTRATIVE SUPPORT ASST 12 MO SU	Argyle Elementary	EFFECTIVE 2021-07-01 TRANSFER FROM AES SECRETARY 11 MONTH
	MONGILLO, SHARON WEC CUSTODIAN 12 MO SU	W.E. Cherry Elementary	EFFECTIVE 2021-07-01 TRANSFER FROM WEC CAFE ASST 6 HOURS
	NATION, MACAYLA KAREN SPC GENERIC CLASSROOM ASSISTAN 9 MON SU	Orange Park High	EFFECTIVE 2021-08-06 TRANSFER FROM OPH CHILD CARE ASSISTANT
	NORRIS, JENNIFER MARY GCJ ST RECORD SEC 12 MO 12 MO SU	Green Cove Springs Junior High	EFFECTIVE 2021-07-01 TRANSFER FROM BLC STUDENT RECORDS SECRETARY
	PITTMAN, BILLY J MNT CARPENTER 12 MO SU	Division of Support Srvcs	EFFECTIVE 2021-07-01 TRANSFER FROM LES HEAD CUSTODIAN
0.9	REED, ANGELE LYN MHS GENERAL HEALTH ASSISTA 9 MON SU	Middleburg High	EFFECTIVE 2021-08-06 TRANSFER FROM LJH BEHAVIORAL HEALTH ASST
	SKINNER, GARY D	Division of Support Srvcs	EFFECTIVE 2021-07-01

DRAFT

VI. Support Actions

D. TRANSFER

Name/Assignment	Site	Previous
MNT LOCKSMITH 12 MO SU		TRANSFER FROM MNT ROOFER
SPURRIER, MELISSA ANN GPE HEAD CUSTODIAN 12 MO SU	Doctors Inlet Elementary	EFFECTIVE 2021-07-01 TRANSFER FROM DIS CUSTODIAN
STARKS, MARGARET COOKE SBJ PRINCIPAL SECRETARY CONFIDEN	S. Bryan Jennings Elementary	EFFECTIVE 2021-07-01 TRANSFER FROM SBJ SECRETARY 11 MONTH
SUMMERFORD, ANNA M TES CAFE ASSISTANT 5 HOURS 9 MON CA	Tynes Elementary	EFFECTIVE 2021-08-09 TRANSFER FROM TES CAFE ASST 3 HOURS
TERRY, ERICA M RHS PRINCIPAL SECRETARY CONFIDEN	Ridgeview High School	EFFECTIVE 2021-07-01 TRANSFER FROM RHS SECRETARY 12 MONTH
THOMAS, TIFFANY A KHE CAFE ASSISTANT 3 HOURS 9 MON CA	Keystone Heights Elementary	EFFECTIVE 2021-08-09 TRANSFER FROM KHE CAFE ASST 6 HOURS

DRAFT

VI. Support Actions

E. RESIGNATIONS/RETIREMENTS/CONCLUDE EMPLOYMENT

	Name/Assignment	Site	

DRAFT

VI. Support Actions

F. SUPPLEMENT

	Name/Assignment	Site	

DRAFT

June 3, 2021 - Regular School Board Meeting

Title

C5 - K-12 Academic Services Out of State and Overnight Student Travel

Description

The School Board recognizes that field trips, when used for teaching and learning integral to the curriculum, are an educationally sound and important ingredient in the instructional program of the schools. Properly planned and executed field trips supplement and enrich classroom instruction by providing learning experiences that will enhance mastery of the curriculum standards of the State of Florida. A field trip is defined as any planned, student-travel activity which is approved as part of the district's educational program and is under the direct supervision and control of an instructional staff member or any advisor as designated by the Superintendent.

Field Trips Details

School	Date	Destination	Group	Purpose
Middleburg High	7/12-14, 2021	Middleburg High	JV & Varsity Cheer	Home Cheer Camp - MHS decided to forgo the normal cheer camp experience due to covid, but wanted to have the opportunity to still bond as a team.
Oakleaf High	6/11-13, 2021	FSU, Tallahassee, FL	Varsity Boys Basketball	Play against great competition, to allow players to experience a college campus and basketball program, to grow and develop our players and our team.
Oakleaf High	6/18-19, 2021	Bradenton, FL	Varsity Boys Basketball	Play against great competition, to allow players to experience a college campus and basketball program, to grow and develop our players and our team. They will be playing in front of college coaches during the NCAA Live Period.
Oakleaf High	6/23-26, 2021	Orlando, FL	Dance Team	National Dance Alliance Citrus Regional Championship
Ridgeview High	9/17-19, 2021	Camp Blanding	NJROTC	To complete the zero to orange orienteering training course.

Gap Analysis

Field trips provide students with a window to the real world that they don't get in the classroom, and they can help students understand real-world applications to abstract concepts.

Previous Outcomes

All out of county activity trips are selected, planned, evaluated, and approved or rejected in conformity with written district policy.

Expected Outcomes

It is important to recognize that learning outcomes from field trips can range from cognitive to affective outcomes. Exposing students to new experiences and can increase interest and engagement in academics regardless of prior interests.

Strategic Plan Goal

Ensure that every classroom provides a quality and rigorous instructional experience in order to elevate student outcomes.

Recommendation

That the Clay County School Board approve out of county student travel.

DRAFT

Contact

Roger Dailey, Assistant Superintendent of Curriculum & Instruction; roger.dailey@myoneclay.net; 904-336-6904
Treasure Pickett, Director of K-12 Academic Services; treasure.pickett@myoneclay.net; 904-336-6918

Financial Impact

None

Review Comments

Attachments

- June 2021 - Student Travel.pdf

DRAFT

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
June 3, 2021

SCHOOL DISTRICT OF (
FIELD TRIP REQUES

1. School Requesting: Middleburg High Schoo

2. Transportation (Check One):
School Bus(s) _____ Private Vehicle(s) _____ Commercial Carrier _____ Other _____
If Commercial Carrier or Other, please state type: _____

3. Trip(s) Overnight: Yes ✓ No ___ Trip(s) Out-of-State: Yes ___ No ✓

4. Dates of Field Trip*: July 12-14 Destination*: Home camp @ MHS

5. Group Taking Trip: JV & Varsity Cheer

6. If using private vehicles, list approved driver(s): _____

7. Educational Value of Field Trip: _____

8. Supporting Florida Standards Benchmark(s) with Narrative(s): _____

9. Number of Students*: 50 Number of Chaperones*: 2

10. Cost Per Student: _____ Budget Code or Source to be charged: _____
(Example: Internal Accounts, 5100.0331, Athletic Departments)

11. Departure Time*: _____ Returning Time*: _____

**For School Buses, if more than one bus is requested, reference bus request form.*

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

Miriam Wright	4-27-21
Teacher, Team Leader, Department Head, Etc.	Date
[signature]	4-27-21
Principal	Date
[signature]	4/30/21
Assistant Superintendent	Date
[signature]	4/30/21
Superintendent	Date

DRAFT

Middleburg High School
JV & Varsity Cheerleading
Rhiannon Weiskopf

Due to the pandemic we were unable to travel to camp last year and we are thankful to have the opportunity to attend camp. As a team we have decided to forgo the normal camp experience, which includes an overnight stay at a university. We will be doing a home camp here at Middleburg High, and we would love the opportunity to still bond as a team and spend the night at the school. Our plans are as follows…

- July 12-14, 2021
- Overnight stay on night of July 13th
- We will stay in the Media Center- the kids will be spaced out and sleep in their own sleeping bags
- We will eat meals in the Cafeteria
- JV & Varsity coaches will chaperone and stay with the girls
- Approximately 50 athletes
- Doors and gates will remain locked the entire night
- No one will be permitted to enter or exit
- No additional guests will be allowed

DRAFT

JV & Varsity Cheerleading
Middleburg High School
Coach, Rhiannon Weiskopf
Overnight Stay for UCA Camp at MHS

Covid 19 Plan:

1. Athletes' temperatures will be checked and monitored for health before they arrive at the school. Coaches will verbally screen athletes as well by asking the required COVID-19 questions.
2. Student athletes and coaches will wear masks anytime socially distancing is not possible.
3. Students will use hand sanitizer several times throughout the day/night
4. Must comply with FHSAA and UCA guidelines.

Thank you,
Rhiannon Weiskopf
MHS Competition Cheer

DRAFT

Summer BC

SCHOOL DISTRICT OF CLAY

FIELD TRIP REQUE

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
June 3, 2021

1. School Requesting: Oakleaf HS

2. Transportation (Check One):
School Bus(s)_____ Private Vehicle(s)_____ Commercial Carrier X Other X
If Commercial Carrier or Other, please state type: Enterprise (1 van) 2 school/county vans

3. Trip(s) Overnight: Yes X No___ Trip(s) Out-of-State: Yes___ No X

4. Dates of Field Trip*: June 11,12,13 Destination*: Florida State University - Tallahassee Florida

5. Group Taking Trip: Varsity Boys Basketball (Oakleaf)

6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form.

7. Educational Value of Field Trip: Value of trip is to play great competition, to allow players to experience a college campus and basketball program, to grow and develop our players and our team

8. Supporting Florida Standards Benchmark(s) with Narrative(s):

9. Number of Students*: 15 Number of Chaperones*: 3

10. Cost Per Student: $60 one time Summer Fee - includes this camp Budget Code or Source to be charged: 1106 - Boys Basketball account @HS
(Example: Internal Accounts, 5100.0331, Athletic Departments)

11. Departure Time*: June 11 7:30 am Returning Time*: June 13 8:00 pm

**For School Buses, if more than one bus is requested, reference bus request form.*

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

Teacher, Team Leader, Department Head, Etc.	Date 4/27/21
Principal	Date 4/27/21
Assistant Superintendent	Date 4/28/21
Superintendent	Date 5/1/21

DRAFT

Woolwine, Laurie <laurie.woolwine@myoneclay.net>

FSU Team Camp packet/info June 11,12,13

1 message

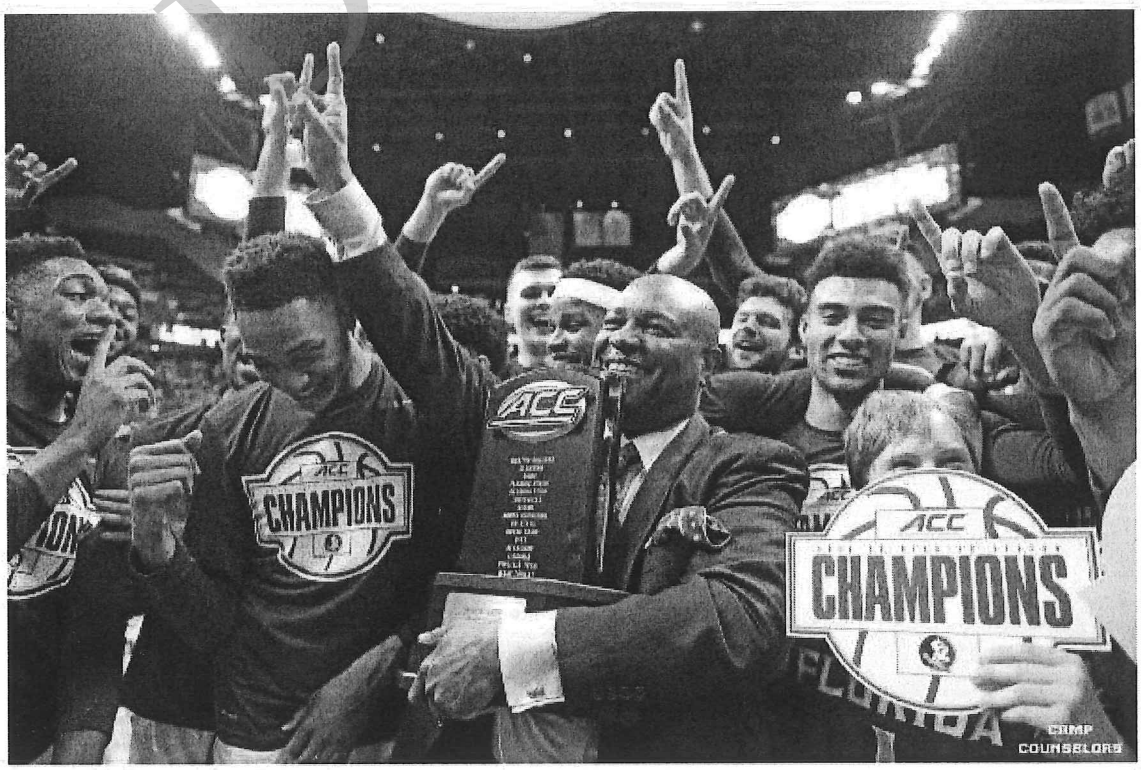
Price, Jason <jason.price@myoneclay.net> Tue, Apr 27, 2021 at 10:36 AM
To: "Woolwine, Laurie" <laurie.woolwine@myoneclay.net>

T-Mobile LTE 10:26 AM

lca-8e83-12b14eeac52e.filesusr.com

DRAFT

LEONARD HAMILTON TEAM CAMP



REGISTRATION PACKET

REGISTRATION FORM

JUNE 11-13

REGISTRATION FORM

PLEASE FILL OUT ONE FORM PER TEAM. IF YOU HAVE MORE THAN ONE TEAM.

DRAFT

T-Mobile LTE 10:26 AM

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2 of 6

JUNE 11-13

REGISTRATION FORM

PLEASE FILL OUT ONE FORM PER TEAM. IF YOU HAVE MORE THAN ONE TEAM, PLEASE FILL OUT ADDITIONAL FORMS FOR EACH TEAM.

Send form to:

Leonard Hamilton Team Camp

520 West Madison Street, Suite 311

Tallahassee, FL 32301

Email: jblazarus@fsu.edu

Cell: (850)-320-1505

Fax: (850) 644-6622

School/Team Name: _____

School/Team Address: _____

School/Team Phone Number: _____

Head Coach's Name: _____

Cell Phone Number: _____

Email Address: _____

**Please include your team fee to ensure your team's space in camp. Please make checks payable to: Leonard Hamilton Team Camp

- June 11th-13th
- Early Bird Special Ends May 31th at 11:59 PM
  - Early Bird: $550
- **Starting June 1st at Midnight**
  - **Regular Rate: $650**

DRAFT™

TEAM ROSTER

T-Mobile LTE 10:26 AM
493f8ac4-206d-4dca-8e83-12b14eeac52e.filesusr.com
5 of 6

PLAYER INFORMATION

Clay County Field Trip COVID Guidelines
Overnight or Out of State Field Trips

(Please attach these guidelines to your field trip request form)

☒ **All participants have signed COVID-19 Waiver (not required for athletes; all athletes have already done so via Athletic Clearance process)**

Travel Accommodations (Charter Bus, Rental Vans, Parents Driving etc:

2 school vans
1 rental van
school board employees driving vehicles

Hotel Accomodations (room assignments/supervision etc):

Players will be assigned rooms and only those players will be allowed in the room. Rooms for players will be between coaches rooms

Mask Compliance:

Masks will be worn in vans during all travel, on the bench, and in any location where social distancing is not possible

Social Distancing:

Taking 3 vans to give players & coaches more space, room assignments to optimize space, utilize space to spread out on bench.

DRAFT

Summer Ball

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
June 3, 2021

SCHOOL DISTRICT OF CLAY

FIELD TRIP REQUE

1. School Requesting: Oakleaf HS

2. Transportation (Check One):
   School Bus(s)_____ Private Vehicle(s)_____ Commercial Carrier X Other X
   If Commercial Carrier or Other, please state type: Enterprise (Ivan) 2 school/county vans

3. Trip(s) Overnight: Yes X No___ Trip(s) Out-of-State: Yes___ No___

4. Dates of Field Trip*: June 18, 19 Destination*: FABC Live Period Camp IMG Academy - Bradenton, Florida

5. Group Taking Trip: Varsity Boys Basketball (Oakleaf)

6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form.

7. Educational Value of Field Trip: Value of trip is to play great competition to allow players to experience a college campus and basketball program, to grow and develop our players and our team, to play in front of college coaches during the NCAA Live Period

8. Supporting Florida Standards Benchmark(s) with Narrative(s):

9. Number of Students*: 15 Number of Chaperones*: 3

10. Cost Per Student: $150 one time summer fee - includes this Camp Budget Code or Source to be charged: # 1106 - 045
    (Example: Internal Accounts, 5100.0331, Athletic Departments)

11. Departure Time*: June 18 7:00 am Returning Time*: June 19 10:00 pm

For School Buses, if more than one bus is requested, reference bus request form.

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

Teacher, Team Leader, Department Head, Etc.	Date 4/27/21
Principal	Date 4/27/21
Assistant Superintendent	Date 4/29/21
Superintendent	Date 5/1/21

DRAFT



FABC Camps will feature some of the top teams in the state.
Our staff matches teams against teams of the same strength.
Games are full stop clock games (with a few modifications to keep games moving)
Great facilities, using venues with multiple courts under one roof for maximum exposure for the players. Each team is guaranteed a minimum of two games in the featured venues.
National and local scouting and media service coverage Div II and III college coaches and NAII & JUCO in attendance

Coaches, please fill out the form below with your team information. Indicate which option of game packages you are registering. After you submit the form, please fill out your player roster for our media and college coaches' packet.

FABC membership is required for all bench personnel. FABC membership is from June 1 through May 31 annually. Please also register your coaches for the 2021-22 year. Good from June 1, 2021 through May 31, 2022.

Online Registration

School *

Address *

City *

Zip *

DRAFT

FASC - [illegible]

Clay County Field Trip COVID Guidelines
Overnight or Out of State Field Trips

(Please attach these guidelines to your field trip request form)

☒ All participants have signed COVID-19 Waiver (not required for athletes; all athletes have already done so via Athletic Clearance process)

Travel Accommodations (Charter Bus, Rental Vans, Parents Driving etc:

2 school vans
1 rental van
School board employees driving vehicles

Hotel Accomodations (room assignments/supervision etc):

Players will be assigned rooms and only those players will be allowed in the room. Rooms for players will be between coaches rooms

Mask Compliance:

Masks will be worn in vans during all travel, on the bench, and in any location where social distancing is not possible

Social Distancing:

Taking 3 vans to give players & coaches more space, room assignments to optimize space, utilize space to spread out on bench.

DRAFT

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
June 3, 2021

SCHOOL DISTRICT OF CLAY

FIELD TRIP REQU

1. School Requesting: Oakley High School

2. Transportation (Check One):
   School Bus(s)_____ Private Vehicle(s) ✓ Commercial Carrier_____ Other ✓
   If Commercial Carrier or Other, please state type: parents will provide transportation

3. Trip(s) Overnight: Yes ✓ No____ Trip(s) Out-of-State: Yes____ No ✓

4. Dates of Field Trip*: 6-23/6-26/2021 Destination*: Orlando, FL Summit

5. Group Taking Trip: Dance Team (Knight Moves - KMDT)

6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. Each parent is responsible for transportation

7. Educational Value of Field Trip: KMDT will use a variety of skills to analyze and evaluate dance. They will compare choreographers intent and the audience members interpretation of meaning. They will evaluate personal actions and discipline, development of skills, techniques & process in the arts.

8. Supporting Florida Standards Benchmark(s) with Narrative(s): D.A 912.S2 - Students will develop technique and skills that will help the process in the arts and academically. Students will enhance their Memory Capability and use the technique and tools in the classroom!

9. Number of Students*: 8 Number of Chaperones*: 2

10. Cost Per Student: $359.00 Budget Code or Source to be charged: 4036
    (Example: Internal Accounts, 5100.0331, Athletic Departments)

11. Departure Time*: 6:00 am Returning Time*: 6:00 pm

**For School Buses, if more than one bus is requested, reference bus request form.*

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):

Teacher, Team Leader, Department Head, Etc.	Date 5/3/21
Principal	Date 5/6/21
Assistant Superintendent	Date 5/21/21
Superintendent	Date 5/11/21

DRAFT

(/s/) FASHION CAMP COMPETITION RESOURCES (/S/RESOURCES) CONTACT US (/S/CONTACT-US)

Manage Event

Registration Details

Brand	Event	City	State	Start Date	End Date
UDA	Doubletree Orlando at SeaWorld	Orlando	FL	06/23/2021	06/26/2021

- Close Event Details

Event Information

Team Type: High School/Jr High
Camp Type: Hotel Camp
Activity: Dance
Program: Standard / Traditional

Pricing Information

Overnight Athlete:
4 per room: $359.00
3 per room: $381.00
2 per room: $426.00
1 per room: $559.00

Instruction Only:
Athlete: $282.00 **Coach:** $225.00

Additional Information

New location for 2021

Overnight price includes 3 breakfasts, 2 lunches, and 3 dinners.

DRAFT



REGISTRATION APPROVED!

Thank you for choosing Universal Dance Association. Your registration has been approved.Upon receipt of your deposit, your space will be confirmed.

A summary of your registration is below:

Registration Number: 0010677218
Dates: 6/23/2021 - 6/26/2021
Your Team: Oakleaf High School - Varsity Dance

Attendees
Participants: 0
Mascots: 0
Coaches: 0
Others: 0
Total: 0

Deposit Due Date: April 24, 2021
Balance Due Date May 9, 2021

Cancellation/Enrollment Change Fees
Unless otherwise noted for a specific location, fees assessed for enrollment changes (reductions) and/or cancellations received prior to the camp start date are indicated below

	60-31 Days	30-0 Days
Overnight Camps	$100 per person	Full Tuition
	30-15 Days	**14-0 Days**
Day Camps	$50 per person	Full Tuition

myVarsity
Manage your account online by clicking here or visiting www.myVarsity.com/MyCampRegistrations.

It is your responsibility to view and accept the full terms & conditions.

If you do not have a username and password, contact Universal Dance Association Customer Service for assistance setting up your account.

DRAFT

Clay County Field Trip COVID Guidelines
Overnight or Out of State Field Trips

Oakleaf High School KnightMoves Dance Team

(Please attach these guidelines to your field trip request form)

☒ **All participants have signed COVID-19 Waiver (not required for athletes; all athletes have already done so via Athletic Clearance process)**

Travel Accommodations (Charter Bus, Rental Vans, Parents Driving etc:

Parents Driving

Hotel Accomodations (room assignments/supervision etc):

4 students per room
Chaperones in seperate room on same floor

Mask Compliance:

Students are required to wear mask at all times with the exception of eating.

Social Distancing:

Students will practing social distancing at all times in accordance to CDC Guidelines.

DRAFT

ADMINISTRATIVELY APPROVED
PENDING BOARD APPROVAL
June 3, 2021

SCHOOL DISTRICT OF CLAY (

FIELD TRIP REQUE

1. School Requesting: Ridgeview High

2. Transportation (Check One): We are Hosting this training
   School Bus(s) X Private Vehicle(s)____ Commercial Carrier____ Other____
   If Commercial Carrier or Other, please state type:____

3. Trip(s) Overnight: Yes X No___ Trip(s) Out-of-State: Yes___ No X

4. Dates of Field Trip*: 17-19 Sept Friday → Sunday Destination*: Camp Blanding

5. Group Taking Trip: NJROTC Cadets

6. If using private vehicles, list drivers you wish to designate as Agents of the Board and attach the necessary Agent of the Board form. N/A

7. Educational Value of Field Trip: ~~DRL~~ To complete the Zero to Orange Orienteering training course

8. Supporting Florida Standards Benchmark(s) with Narrative(s): ~~PE~~ 2.1.4.2, AT6.1.4.2 PE B2.4.4 AT2.1.4.2 PEA 3.4.1 PEA 3.4.2 PEA 3.4.4 PEA 3.4.6

9. Number of Students*: 15 Number of Chaperones*: 2

10. Cost Per Student: $50. Budget Code or Source to be charged: 3167
    (Example: Internal Accounts, 5100.0331, Athletic Departments)

11. Departure Time*: 2:30 PM Returning Time*: 3:00 PM

**For School Buses, if more than one bus is requested, reference bus request form.*

All county policy and school directives have been reviewed and compliance has been established. This form should be submitted to the appropriate Instructional Division supervisor. If school buses are being used, the transportation request form should be attached. School bus requisition numbers for each request form are to be list below.

Bus Requisition Number(s):
35439

Teacher, Team Leader, Department Head, Etc.	Date 4/27/2021
Principal	Date 4/27/21
Assistant Superintendent	Date 5/3/21
Superintendent	Date

SEC-1-2723; E. 2/13/2019

DRAFT

Navy Junior ROTC Unit

Ridgeview High School
466 Madison Avenue
Orange Park, FL 32065
(904) 336-8975 front office
(772) 643-3290 cellphone

May 2021

From: Senior Naval Science Instructor, Ridgeview High School
To: Area 12 Units

Subj: CAMP BLANDING ORIENTEERING TRAINING LETTER OF INSTRUCTION (LOI)

Encl: (1) NJROTC Liability and Medical Release Form
(2) Camp Blanding Release
(3) Required Packing Checklist
(4) Directions

DRAFT

1. Ridgeview High School will host the Orienteering USA's Zero to Orange Course at Camp Blanding from 17 - 19 SEP. This is an outstanding course for any cadet who would like to learn how to orienteer. The lead instructor is COL Charles Ferguson, U.S. Air Force (Ret). He is the former president of the USA Orienteering Federation and coaches the U.S. Military Orienteering Team that competes internationally. The other instructors are from the Florida and Georgia Orienteering Clubs.

2. There will be no free time for cadets. Electronic controls will be used. Academic instruction will take place Friday and Saturday evenings. On Saturday, an easy yellow course will be run in the morning and a very challenging yellow course in the afternoon. An orange course competition will be held on Sunday morning.. Medals will be awarded to all cadets who successfully complete the orange course. First, second, and third place trophies will be awarded to the top three runners. An Orienteering USA serialized Zero to Orange Course diploma will be awarded to all cadets who pass the course.

3. This course is designed to provide cadets the experience needed to successfully complete an orange course and the knowledge required to eventually compete at the green course level. It is recommended that all trainees run a white school course before attending.

4. Billeting will be in open bay barracks. Meals will be the dining hall that we will rent and where classes will also be held. Check-in will be between 1630 and 1730 on Friday at Barracks Building #2026 on Starke Rd. Be sure to eat before you arrive or bring something with you to eat. **Supper will not be served on Friday.** **Training will begin at 1800 sharp** in Building 3410, the old Consolidated Dinning Facility on St Augustine St., behind our barracks. Training will end NLT 1400 on Sunday.

5. The cost will be $95 per cadet which will cover meals, lodging and orienteering instructor fees. Make school check out to **Ridgeview High School or RHS**. School checks and paperwork **MUST ARRIVE NLT 10 SEP. Personal checks cannot be accepted. All instructors and adults must also complete a Camp Blanding Joint Training Center Release, Enclosure 2, by this date to ensure everyone is cleared by security.**

6. The cost of the course will not cover the textbook, which is "Discovering Orienteering," by Charles Ferguson and Robert Turbyfill. It may be purchased on Amazon for $44. (Order early because Amazon sometimes runs out.) Recommend you purchase a few copies and have your cadets share. Cadets and instructors must read chapters 3-6 before arrival.

7. An instructor (or trusted chaperone) must accompany their cadets to help with the training and provide transportation to and from the barracks, dining hall, and field. Each school may bring one cadre who has successfully completed at least two green courses. Cadre will help with timing, handing out maps, debriefing, etc. They will also work on a one-to-one basis with the trainees. Cost for cadre is $60. Instructors and chaperones are free.

8. **Email me NLT 1 SEP with the number of trainees you would like to bring.** To ensure the high quality of the training, the colonel has asked to limit class size to 70. If the total number of quota requests exceeds 70 we will have to ration.

Very Respectfully,

LCDR Bob Peterson, USN (Ret.)
772-643-3290 cell

DRAFT

SCHOOL DISTRICT OF CLAY COUNTY
REQUISITION FOR SCHOOL BUS TRIP

35439

NOTICE: MAKE OUT SEPARATE REQUEST FOR EACH BUS REQUIRED.

Please Print - USE BALL POINT PEN OR TYPE

THIS SECTION TO BE COMPLETED BY SCHOOL

School Name and Cost Center: 0431 Departure Date of Trip: 17 Sept

Budget Code: ___ ___ ___ ___ Return Date of Trip: 19 Sept

Sponsoring Cst Ctr Fund Proj. Int.Acct Departure Time from School: 1:30 pm

I certify that the above Budget Coding is correct: Return Time to School: 3:00 pm

Bookkeeper Signature: _____ Destination: Camp Blanding

Date: _____ Number of Students: 15 Sponsors: 2

Requesting Sponsor/Teacher: LCDR Pedersen

Who pays for motel? School X Driver ____ Who reserves motel? School X Driver ____

Please circle the purpose of this trip: Ath. Band Rec. Educ. Voc Ed ROTC E.S.E.

Type of Activity: Orienteering Special Instructions: Pick up TH Bus Loop on Washington Ave

Train weekend

Signature of Principal 4/27/21 Date

District Office Signature Date

THIS SECTION TO BE COMPLETED BY BUS DRIVER AND SIGNED BY TEACHER/SPONSOR

Speedometer Reading for Date: _____

Mileage at Departure for Field Trip	____	____	Departure Time	_____ _____
Mileage upon arrival at School	____	____	Return Time	_____ _____
Mileage upon arrival at Destination	____	____	Breakdown Time	_____ _____
Mileage upon arrival back at School	____	____		
Mileage upon arrival at Compound	____	____		

Bus Number _____

FOR OFFICE USE ONLY

Per Diem/Meals: $_____

Teacher/Sponsor Signature 4/27/2021 Date

Bus Driver Signature Date

Social Security #: XXX-XX-____

THIS SECTION TO BE COMPLETED ONLY IF ROTC

I certify that the items or services listed hereon have been received, performed, inspected, accepted and the vendor has been paid. (Naval Science Only) UIC# _____

Principal Signature/Date

Copy 1,2,3: Transportation Copy 4:To remain with sponsor and given to Driver at beginning of Trip

TRP-1-5126
E 02/14/2017

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June 3, 2021 - Regular School Board Meeting

Title
C6 - Approval to Advertise and Notice of Public Hearing to Approve Modifications to the 2020-2021 Student Progression Plan

Description
Florida Statute 1008.25 requires each school board to establish a comprehensive program for student progression. The review and adoption of this Student Progression Plan (SPP) will allow the district to incorporate required legislative changes and the recommendations to ensure this document best supports the district's work with students.

Gap Analysis
The district's Student Progression Plan ensures that the required program of study, placement, promotion, reporting, retention and assessment procedures used within the district are comprehensive in meeting the needs of individual students. The 2020-2021 SPP was reviewed and amended. The newly added language is in accordance with state law. Without approval of the proposed changes to the 2020-2021 SPP, the district will not be in compliance with Florida Statute.

Previous Outcomes
The district is currently following the 2020-2021 Student Progression Plan. This plan does not include the most recent changes to legislation. The revised plan will ensure the implementation of statutory requirements related to student progression.

Expected Outcomes
In accordance with state statute, an advertisement on the proposed revisions to the 2020-2021 Student Progression Plan will be made public and, after 30 days, a public hearing and a vote will be held to give consideration to the proposed modifications. The consideration of these changes will allow the district to be in compliance with legislation.

Strategic Plan Goal
1.1 Develop high quality and aligned instructional system
1.3 Prepare all students to be full option graduates who are prepared for college, eligible to enlist in military services, or able to compete in the workforce.

Recommendation
That the Clay County School Board approve the advertisement of revisions and notice of public hearing for the Student Progression Plan 2021 - 2022.

Contact
Roger Dailey, Chief Academic Officer, 904.336.6904 roger.dailey@myoneclay.net

Financial Impact
None

Review Comments

Attachments

- Approval to Adv_PH_Student Progression Plan.pdf
- Student Progression Plan 2021 - 2022 Redlined DRAFT.pdf
- Student Progression Plan 2021 - 2022 Un-Redlined DRAFT.pdf
- Rationale for 21-22 SPP Changes.pdf

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SCHOOL BOARD OF CLAY COUNTY, FLORIDA
APPROVAL TO ADVERTISE/NOTICE OF PUBLIC HEARING TO APPROVE MODIFICATIONS TO THE 2020-2021 STUDENT PROGRESSION PLAN

Approval to Advertise: The School Board of Clay County, Florida ("the Board") approves the advertisement of modifications to the 2020-2021 Student Progression Plan.

Purpose & Effect: The proposed amendments are intended to simplify, update, and ensure alignment of School Board Policies with state law, federal law, State Board of Education Rules, and other applicable rules and regulations.

Access to Text of Proposed Amendments: The full text of the modifications to the 2020-2021 Student Progression Plan is available for inspection and copying by the public in the Office of the Superintendent for Clay County District Schools, located at 900 Walnut Street, Green Cove Springs, Florida 32043. The full text is also available via the School District's website at www.oneclay.net under the School Board Meeting Links, School Board Agendas - June 3, 2021. The Superintendent is authorized to correct technical errors in grammar, numbering, section designations, and cross-references as may be necessary to reflect the intention of such Policy amendments.

Rule Making Authority: The Board is authorized to adopt modifications to the 2020-2021 Student Progression Plan under sections 120.54, 1001.31, and 1001.32 of the Florida Statutes.

Laws Implemented: The laws implemented by the above-referenced policy revisions are noted under each section of the Policy.

Person(s) Originating Policy Changes: The proposed modifications to the 2020-2021 Student Progression Plan were originated by the Superintendent and his designee(s) in collaboration with the School Board Attorney.

Public Hearing: The Board intends to formally adopt modifications to the 2020-2021 Student Progression Plan following a public hearing. ***The public hearing shall be held on Tuesday, July 20, 2021,*** during the course of a Special Board Meeting, which begins ***at 9:00 a.m.*** and takes place in the District Multi-Purpose Center at the Corner of Walnut St. & Gratio Place, Green Cove Springs, Florida.

Any person requiring special accommodations to attend or participate in public meetings should advise the School District at least 48 hours before the meeting by contacting the Superintendent's Office at (904) 336-6508. If you are hearing or speech impaired, you may contact the District by email addressed to bonnie.onora@myoneclay.net or by calling (904) 336-6584 (TDD).

If a person decides to appeal any decision made by the Board with respect to any matter considered at the meeting, he or she will need a record of the proceedings, and, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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STUDENT PROGRESSION PLAN

2020~~0~~1- 202~~1~~2

DAVID S. BROSKIE
SUPERINTENDENT OF SCHOOLS
SCHOOL DISTRICT OF CLAY COUNTY

JANICE KEREKES	**DISTRICT 1**
~~**CAROL STUDDARD**~~	
BETH CLARK	**DISTRICT 2**
TINA BULLOCK	**DISTRICT 3**
MARY BOLLA	**DISTRICT 4**
ASHLEY GILHOUSEN	**DISTRICT 5**

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INTRODUCTION

The purpose of this document is to present to school personnel, parents, students, and other interested citizens the Board Rule the administrative procedures required in state legislation. It is the intent of the Legislature that each student's progression from one grade to another be determined, in part, upon proficiency in reading, writing, science, and mathematics; that district school board policies facilitate such proficiency; and that each student and his or her parent be informed of that student's academic progress.

Florida Statute 1008.25 (hyperlink inserted)states:

Each district school board shall establish a comprehensive plan for student progression which must provide for a student's progression from one grade to another based on the student's mastery of the standards.

FLORIDA STATE STANDARDS

Student Performance Standards in Florida are defined as the K-12 Academic Standards for the State of Florida, inclusive of the Next Generation Sunshine State Standards, and establish the core content of the curricula to be taught and specify the core content knowledge and skills that K-12 public school students are expected to acquire. The standards are rigorous and reflect the knowledge and skills students need for success in college and careers. The standards and benchmarks describe what students should know and be able to do at grade level progression for kindergarten to grade 8 and in grade bands for grade levels 9-12.

GENERAL PROCEDURES FOR PROMOTION, SPECIAL ASSIGNMENT AND PLACEMENT

Student promotion in the Clay County ~~School~~ District Schools is based upon an evaluation of each student's progress toward meeting the appropriate grade level expectations. Decisions regarding promotion and retention should be based on consideration of the following:

> Progress tests, classroom assignments, daily observations, standardized tests, state assessment, mastery of Course Performance Standards/Grade Level Expectations, district competencies and objectives and other data, as appropriate or required. Responsibility for determining each ~~pupil's~~ student's level of performance and ability to function academically, socially and emotionally at the next academic level, is that of the classroom teacher, subject to the review and final approval of the principal.

Students who do not satisfactorily achieve established objectives for the grade or course to which they are assigned, may be assigned to the same grade for the next school year or given alternative assignment. The areas of reading, writing, mathematics and science must be assessed with the use of District performance measures, testing, teacher observation, classroom assignments and state assessment measures. The purpose is to provide assistance to students who do not meet district and state expectations for proficiency in English Language Arts (ELA), science and mathematics and/or to improve behavior and attendance by way of interventions. The plan may include one or more of the following activities as considered appropriate by the school administration: Tier I (core supports); Tier II or Tier III interventions that may include, small group interventions within the school day; accommodations to support academic/behavioral/social emotional progress, extended day services; tutoring; scheduling of classes to focus on only a few subjects needing remediation or emphasis (ELA; science and/or mathematics); consideration for ESE services; behavior contracts, attendance improvement plans, and other remedial activities as determined by the school district. A student's level of proficiency in the areas of reading, writing, and mathematics must be reviewed and the student's progression must be based, in part, upon this proficiency. Science proficiency was added in 1999 with statewide measurement beginning in 2003. Students not meeting desired levels of proficiency as determined by the district and/or as evidenced by the results of state mandated tests are to be provided remedial instruction designed to foster their progress toward mastery of essential concepts and required standards. If mastery is not achieved, remediation may be provided through, but not limited to, one or more of the following: summer school coursework (grades 6-12) or intensive skill development, extended day or school year services/academic tutoring, parent tutorial programs, mentoring, contracted academic services (previously approved), modified curriculum, exceptional education services, class size reduction, and suspension of other curriculum offerings in areas other than reading, writing, and mathematics or in those subjects specifically required for graduation in grades 9-12.

Retention of students must be considered if the student has been provided remedial instruction and upon reassessment falls below determined cutoff points on the district criteria for retention or on assessments as prescribed by the state. It is the intent of the school district that ~~children~~ students should be retained as little as possible during the elementary and junior high school years. Students must not be retained without documentation that remediation was provided in a timely and comprehensive manner as documentation~~ed~~ by either the student's ~~RtI~~ Multi-Tiered System of Supports (MTSS) Intervention Plan or the student's IEP.

Students scoring a Level 1 on the statewide assessment test in reading for grade 3 must be retained. It should be noted that no social promotion/Administrative placement (1008.25(6)(a) F.S.) is allowed. Florida statutes prohibits the assignment of a student to a grade level based solely on age or other factors that constitute social promotion, administrative placement or placement at the next grade level without regard for student mastery of the appropriate Florida Standards.

STATEWIDE STUDENT ASSESSMENT PROGRAM

All students must participate in statewide assessment tests at designated grade levels as required by S.1008.22 F.S. The primary purposes of the student assessment program are to provide information needed to improve the public schools by enhancing the learning gains of all students and to inform parents of the educational progress of their public school children. The program must be designed to:

- Assess the annual learning gains of each student toward achieving the Florida Standards or Next Generation Sunshine State Standards appropriate for the student's grade level.
- Provide data for making decisions regarding school accountability and recognition.
- Identify the educational strengths and needs of students and the readiness of students to be promoted to the next grade level or to graduate from high school with a standard diploma.
- Assess how well educational goals and curricular standards are met at the school, district, and state levels.
- Provide information to aid in the evaluation and development of educational programs and policies.
- Provide information on the performance of Florida students compared with that of other students across the United States.

GENERAL PROCEDURES FOR DROPOUT PREVENTION PROGRAMS AND ACADEMIC INTERVENTION PROGRAMS

Dropout prevention and academic intervention programs may differ from traditional education programs and schools in scheduling, administrative structure, philosophy, curriculum, setting and learning activities, and/or diagnostic and assessment procedures in eligible students as required by S.1008.22 F.S. The educational program shall provide services which support the program goals and lead to improved discipline. ~~Student participation in such programs shall be for disruptive students. Notwithstanding~~ ~~a~~ Any other provision of law to the contrary, no student shall be identified as being eligible to receive services funded through the dropout prevention and academic intervention program based solely on the student being from a single-parent family.

Students in grades 1-12 shall be eligible for participation in these programs based upon the following Early Warning System criteria:

- The student is academically unsuccessful as evidenced by low test scores, retention, failing grades, low grade point average, falling behind in earning credits, or not meeting the state or district proficiency levels in reading, mathematics, or writing.
    - Course failure in English Language Arts or mathematics during any grading period. A Level 1 score on the statewide, standardized assessments in English
    - Language ~~A~~arts or mathematics or, for students in kindergarten through grade 3, a substantial reading deficiency under s. 1008.25(5)(a).

- The student's attendance below 90 percent, regardless of whether absence is excused or a result of out-of-school suspension.
- The student has one or more suspensions, whether in school or out of school.
- The student has a pattern of excessive absenteeism or has been identified as a habitual truant.
- The student has a history of disruptive behavior in school or has committed an offense that warrants out-of-school suspension or expulsion from school according to the district school board's code of student conduct. For the purposes of this program, "disruptive behavior" is behavior that:
    - Interferes with the student's own learning or the educational process of others and requires attention and assistance beyond that which the traditional program can provide or results in frequent conflicts of a disruptive nature while the student is under the jurisdiction of the school either in or out of the classroom; or
    - Severely threatens the general welfare of students or others with whom the student comes into contact.
- The student is identified by a school's early warning system pursuant to s. 1001.42(18)(b).
- "Second chance schools" means district school board programs provided through cooperative agreements between the Department of Juvenile Justice, private providers, state or local law enforcement agencies, or other state agencies for students who have been disruptive or violent or who have committed serious offenses. As partnership programs, second chance schools are eligible for waivers by the Commissioner of Education from State Board of Education rules that prevent the provision of appropriate educational services to violent, severely disruptive, or delinquent students in small nontraditional settings or in court-adjudicated settings.

Each district may establish dropout prevention and academic intervention programs at the elementary, middle, junior high school, or high school level. Programs designed to eliminate patterns of excessive absenteeism or habitual truancy shall emphasize academic performance and may provide specific instruction in the areas of technical education, pre-employment training, and behavioral management. Such programs shall utilize instructional teaching methods appropriate to the specific needs of the student.

Each school district shall establish procedures for ensuring that teachers assigned to dropout prevention and academic intervention programs possess the effective, pedagogical, and content-related skills necessary to meet the needs of these students.

Each district providing a program for dropout prevention and academic intervention program pursuant to the provisions of this section shall maintain for each participating student records documenting the student's eligibility, the length of participation, the type of program to which the student was assigned or the type of academic intervention services provided and an evaluation of the student's academic and behavioral performance while in the program. The school principal or his/her designee shall prior to placement in a dropout prevention and academic intervention or the provision of an academic service, provide written notice of placement or services by certified mail, return receipt request, to the

student's parent, guardian, or legal custodian. The parent, guardian, or legal custodian of the student shall sign an acknowledgment of the notice of placement or service and return the signed acknowledgment to the principal within 3 days after receipt of the notice. The parents or guardians of student assigned to such a dropout prevention and academic intervention program shall be notified in writing and entitled to an administrative review of any action by school personnel relating to such placement.

MILITARY FAMILIES AND TRANSFERS

The "Interstate Compact on Educational Opportunity for Military Children" was implemented to accommodate children from military families who have been transferred from one state to another. The purpose of the "Compact" is to make this transition as seamless as possible. The "Compact" applies to active members of the uniformed services, members or veterans of the uniformed services who are severely injured and medically discharged or retired for a period of one year after medical discharge or retirement, and members of the uniformed services who die on active duty or as a result of injuries sustained on active duty for a period of one year after death.

TRANSFER OF EDUCATIONAL RECORDS AND ENROLLMENT

In the event that official educational records cannot be obtained by the parent, the sending school will furnish a complete set of "unofficial educational records." When the receiving school obtains these records, the student will be enrolled and appropriately placed pending validation by the official records. Copying fees will not exceed the reasonable cost of reproduction. If necessary;

- Upon enrolling the student, the receiving school will request official records from the sending school. Upon receipt of this request, the school will furnish the records within three (3) school days (not including staff holidays);
- Immunization records must be provided at the time of enrollment;
- Students should be allowed to continue their enrollment at the grade level in which they left the previous state regardless of age (including kindergarten). If the student(s) successfully completed a grade level in the sending state, they should be enrolled in the next highest grade level in the receiving state, regardless of age;
- Any student who transfers from an out-of-state public school and does not meet regular age requirements for admission to the receiving school will be admitted upon presentation of the information provided by the educational records. If transferring from an out-of-state nonpublic school and does not meet regular age requirements of the receiving school, the student will be admitted if the student meets age requirements for public schools within the state from which he or she is transferring and if the student's academic credit is acceptable under rules of the receiving school board. To be admitted into the receiving school, the transferring student must provide the following:
    - Official military orders showing that the military member was assigned to the state in which the child was previously enrolled and attended school. If the child was residing with a legal guardian and not the military member, a copy of the family care plan or proof of guardianship will be provided;

    - An official letter or transcript from the school authorities of the sending school showing attendance, academic and grade placement information;
    - Documented evidence of immunization;
    - Evidence of date of birth.
- When the student transfers before or during the school year, the receiving school will initially honor placement of the student in educational courses based on the student's enrollment in the sending state/school or based on the educational assessment conducted at the sending school. Continuing the student's academic program from the previous school should be paramount when considering placement. The receiving school may conduct further evaluations to ensure appropriate placement;
- In compliance with IDEA, the receiving school will initially provide comparable services to a student with disabilities based on his/her current "Individualized Education Program" (IEP) and make reasonable accommodations and modifications for incoming students with disabilities, subject to an existing 504 Plan, in order to provide the student with equal access to education. The receiving school may then perform subsequent evaluations to ensure appropriate placement and services;
- School districts shall have flexibility in waiving course/program prerequisites for placement in courses/programs.

ABSENCE AS RELATED TO DEPLOYMENT ACTIVITIES

- A student whose parent/legal guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or immediately returned from deployment to a combat zone or combat support posting, will be granted additional excused absences at the discretion of the Superintendent or Principal to visit with his or her parent/legal guardian.

GRADUATION OF CHILDREN FROM MILITARY FAMILIES

In order to facilitate the on-time graduation of children of military families, schools will incorporate the following procedures:

- Waive specific course requirements for graduation if similar coursework has been satisfactorily completed in the sending school OR will provide reasonable justification for denial. If a waiver is not provided to a student who would qualify to graduate from the sending school, the receiving school will provide an alternative means of acquiring coursework for that graduation to occur on time;
- Exit exams: Receiving schools will accept any of the following testing information:
    - Exit or end-of-course exams required for graduation from the sending state;
    - National norm-referenced achievement tests;
    - Alternative testing in lieu of testing requirements for graduation in the receiving state.
- Students transferring under the "HOPE Scholarship Program" are eligible for all programs offered by the District or a school.
- In case a student transfers during their senior year and is ineligible to graduate from the receiving school after all alternatives have been considered, the two schools will

communicate to ensure the receipt of a diploma from the sending school if the student met the graduation requirements from that school.

- Clay Virtual Academy students from military families that move from Clay County but maintain residency in Florida and a mailing address in Clay county that is checked regularly may remain enrolled in Clay Virtual Academy. Due to onsite state testing requirements, most will want to continue enrollment as a homeschooled student.

ELIGIBILITY

- Special power of attorney, relative to the guardianship of a child of a military family and executed under applicable law will be sufficient for the purpose of enrollment and all other actions requiring parental participation and consent;
- A transitioning military child who is placed in the non-custodial parent or other person standing in loco parentis, may continue to attend the school in which they are enrolled while residing with the custodial parent;
- The school will make every effort to obtain eligibility privileges for extracurricular activities, regardless of application deadlines, working in conjunction with the state high school athletic association, to the extent they are otherwise qualified.

OVERSIGHT, ENFORCEMENT AND DISPUTE RESOLUTION

Please refer to the "Interstate Compact on Educational Opportunity for Military Children" for information related to disputes or controversies. In addition, contact the Clay County ~~School~~ District Schools with questions pertaining to this subject.

ATTENDANCE (MOVED FROM ELEMENTARY AND SECONDARY SECTIONS)

Florida Law (Section 1003.21, Florida Statutes) states that all children who are either six years of age, who will be six years old by February 1 of any school year, or who are older than six years of age but who have not attained the age of 16 years, must attend school regularly during the entire school term.

The "Every Student Succeeds Act" changes the focus of attendance. Instead of focusing on Truancy, the focus is narrowed to Chronic Absences. There has been a shift from punitive measures to preventive and supportive interventions. The process is driven by data which ensures accountability. A multi-tiered model of interventions should be established in each school. Tier one interventions should be implemented school-wide and can include contests, recognition of good/improved attendance etc. Tier two interventions are teacher/classroom based, and Tier three interventions are implemented by a multidisciplinary team. Once Tier one and Tier two interventions have been implemented for attendance without improvement, a referral should be made to the multidisciplinary team. The team should schedule a meeting with and obtain input from the teacher. The parent and the student will be invited to the intervention meeting. The intervention team

should have regular meetings. These meetings not only provide prevention and intervention, but follow-up meetings are held to check-in on prior attendees. The goal of the team is to develop a plan to help the student become more successful by utilizing strategies specific to each student including, but not limited to:

- Changes in the learning environment
- Implementation of an incentive plan
- Mentoring
- Student/family counseling
- Tutoring
- Evaluation of credits, and alternative educational options
- Attendance contracts
- Agency referrals
- Remediation plan to help the student with make-up work

For the intervention plan to be successful, the plan must be achievable. If the team determines it is appropriate to accept make-up work for unexcused absences, the Principal or Designee will seek input from the team, including the teacher and make a final determination. The intervention plan and the student's response should be monitored. If the team has concerns, there should be discussion about what is working and what needs to be re-addressed. Referring the student for consequences should not be considered until all resources have been exhausted. The decision to proceed with a CINS (Children in Need of Service) petition or Referral to the Truancy Arbitration Program is a decision the intervention team will make when the members agree that a referral should be made.

HABITUAL TRUANCY

"Habitual truant" means a student who has 15 unexcused absences within 90 calendar days with or without the knowledge or consent of the student's parent, is subject to compulsory school attendance under s.1003.21(1) and (2) (a), and is not exempt under s.1003.21 (3) or s.1003.24, or by meeting the criteria for any other exemption specified by law or rules of the State Board of Education. Such a student must have been the subject of the activities specified in s.1003.26 and s.1003.27 (3), without resultant successful remediation of the truancy problem before being dealt with as a child in need of services.

Truancy Procedures: If a student has had at least five (5) unexcused absences, or absences for which the reasons are unknown, within a calendar month or 10 unexcused absences, or absences for which the reasons are unknown, within a 90-calendar day period, Tier 2 interventions should be implemented. If these are not successful, primary teacher shall report to the school Principal or his or her designee that the student may be exhibiting a pattern of nonattendance. F.S.1003.26.

The multidisciplinary team shall be diligent in facilitation intervention services and shall report the child to the Superintendent only when all reasonable efforts to resolve non-attendance behavior are exhausted. F.S. 1003.23(1)(d).

If the parent or guardian in charge of the student refuses to participate in the remedial strategies because he or she believes that those strategies are unnecessary or inappropriate, the parent or guardian in charge of the student may appeal to the school board. F.S.1003.26(1)(e).

If the board's final determination is that the strategies of the multidisciplinary Team are appropriate, and the parent or guardian in charge of the student still refuses to participate or cooperate, the Superintendent may seek criminal prosecution for non compliance with compulsory school attendance. s. 1003.26(1)(e), F.S

If nonattendance continues after the implementation of intervention strategies, the Superintendent or designee shall file a CINS petition, defined in s.984.15, F.S. The school representative, a parent, law enforcement, a court, or the DJJ shall initiate a referral to a CINS provider or a case staffing committee established pursuant to s. 984.12, F.S., and procedures established by the district school board. The purpose of the referral to CINS is to secure prevention services for a habitually truant student and the family (F.S.1003.27(3). Prior to the filing of the CINS petition, reasonable time must be allowed to complete interventions to remedy conditions contributing to the truant behavior and must comply with the requirements of F.S.1003.26.

EXCUSED/UNEXCUSED ABSENCES

An absence from school under the following circumstances shall be considered excused:

- With permission – The absence was with the knowledge and consent of the principal of the school, which the student attends.
- Sickness, injury or other insurmountable condition – Attendance was impracticable or inadvisable on account of sickness or injury, or impracticable because of some other stated insurmountable condition.
- Absence for religious instruction or holidays – A student with the written consent of his or her parent/guardian shall be excused from attendance in school on a particular day or days, or at a particular time of day, and shall be excused from any examination, study or work assignment at such time to participate in religious instruction, for observance of a religious holiday or because tenets of his or her religion forbid secular activity at such time. The principal shall reserve the right to refuse a student's request for released time, if according to the provisions of the district's student progression plan:
    - The student is not enrolled in sufficient courses to allow for the student's promotion or graduation, and thus the released time would not be equivalent to an optional period.
    - The student's grades/academic progress is insufficient to allow for the student's promotion or graduation. Absences approved for religious reasons do not affect perfect attendance.
- Absences due to head lice will be excused, up to 2 days per incident and for a total of 10 days per school year. After a student has accumulated 10 excused absences due to head lice during a school year, further absences due to head lice will be

considered unexcused. Unusual circumstances may be addressed by the principal to go beyond these 10 days for excused absences.

It is the responsibility of the parent/guardian to provide a written statement to the school explaining the absence within three (3) school days following the return of the student to school.

If a student is continually sick and repeatedly absent from school, he or she must be under the supervision of a physician in order to receive an excuse from attendance. Such excuse provides that a student's condition justifies absence for more than 5 days per grading period/10 days per semester/20 days per year. The principal of the school shall determine when it is necessary to require a physician's statement from the student's medical provider and required the parent/guardian to provide a copy to their child's school within a reasonable period of time as determined by the principal or designee.

An absence from school under the following circumstances may be considered unexcused:

- The absence was without the parent/guardian's knowledge, consent or connivance.
- Permission for the absence was requested but denied by the principal of the student's school.
- No written statement of the absence from the parent/guardian has been received by the school explaining the reason for the absence within three (3) school days following the return of the student to schools.

The principal has administrative discretion in cases of excessive absences to reject a written note and consider the absence as unexcused when absences are seriously impacting academic progress, with the exception of sickness, injury or insurmountable conditions.

Accumulated unexcused tardy and early departure time equivalent to one full school day may be counted as one unexcused absence in the total number of unexcused absences required for possible legal action.

Missed instructional time due to tardiness and early departures shall be accumulated as excused or unexcused using the same policies as for absent days.

Excused absences are: religious instruction/holidays, sickness, injury or other insurmountable conditions, absence for medical, clinical or therapeutic treatment of autism spectrum disorder, or absences due to participation in an academic class or program or as otherwise excused by the principal.

Students who have excused absences must be allowed to **make up missed work**. If a student has excessive absences, then he/she must demonstrate mastery of the student performance standards. Students who are absent with an excused absence on the day that a paper, project, test or other major assignment is due will be allowed to turn in the assignment or take the test/examination without academic penalty. Work assigned prior to the absence is due the day the student returns. Work assigned during the absence will be

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due in the amount of time equal to the number of days absent unless an intervention plan is established which indicates otherwise.

For unexcused absences, including out of school suspension, work assigned or tests that cover instruction prior to the unexcused absence must be taken and graded. Work assigned and due during the time of an unexcused absence may be accepted for credit at the discretion of the teacher. If the team determines it is appropriate to accept make-up work for unexcused absences, the Principal or Designee will seek input from the team, including the teacher and make a final determination.

Attendance for CVA is documented as follows:

- Students in grades K-5 must follow pace chart for each week;
- Students in grades 6-12 must stay on pace for each week (minimum of 5% per week);
- Any day a K-5 student does not log in is considered an absence if coursework is not up to date;

The Learnfare program requires children of cash assistance recipients to attend school regularly or they risk having their cash assistance reduced. (SDCC 4.54)

Per School Board Policy, Perfect Attendance is awarded to students that have been neither absent nor tardy. Perfect attendance will be awarded to those students who have been present in school every day, with **no absences or tardies**. To prevent parents from sending their child to school and then checking them out 30 minutes later, a student checked out prior to 10 a.m. will be considered as absent for purposes of "perfect attendance". If a student is checked out after 10:00 a.m. they are considered present and "perfect attendance" is not affected. (SDCC Policy 4.02 G)

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ELEMENTARY EDUCATION (K-6)

ADMISSION AND DISTRICT REQUIREMENTS

Kindergarten (F.S. 1003.21)
Any child who has attained the age of five years on or before September 1 will be admitted to kindergarten at any time during that school year. **NO PROVISION FOR EARLY ADMISSION TO KINDERGARTEN EXISTS**.

First Grade (F.S. 1003.21)
Any child who has attained the age of six years on or before September 1 will be admitted to first grade if kindergarten has been successfully completed. Successful completion of kindergarten will be defined as:

- Enrollment in a public school; or
- Satisfactory completion in a nonpublic kindergarten program as evidenced by a report card or letter from the principal of the previous school or the Verification of Entrance to First Grade form verifying completion under Florida Statute 1003.21. **NO PROVISION FOR EARLY ADMISSION TO FIRST GRADE EXISTS**.

First Entry to the Clay County District Schools
Before admitting a student to Florida schools for the first time, the school must have documentation required by Florida Statutes and the Clay County School Board policy/procedures:

- Proof of date of birth for kindergarten and grade one students. (F.S. 1003.21) If an official birth certificate for the student cannot be obtained by the parent/guardian, the following may be accepted in the order set forth in Florida Statute 1003.21:
    - A duly attested transcript of a certificate of baptism showing the date of birth and place of baptism of the child, accompanied by an affidavit sworn to by the parent;
    - An insurance policy on the child's life that had been in force for at least two years;
    - A bona fide contemporary religious record of the child's birth accompanied by an affidavit sworn to by the parent;
    - A passport or certificate of arrival in the United States showing the age of the child;
    - A transcript of record of age shown in the child's school record of at least four years prior to application, stating date of birth; or
    - If none of these evidences can be produced, an affidavit of age sworn to by the parent, accompanied by a certificate of age signed by a public health officer or by a public school physician.

A homeless child, as defined by F.S. 1003.01, shall be given temporary exemption for 30 days.

- A certificate showing a school entry health examination performed within one year prior to enrollment. Exemptions will be granted on religious grounds upon receiving written request from parents or guardian stating objections to the examination. (F.S. 1003.22)
- A Florida Certificate of Immunization, DH680 form and DH681 (Religious Exemption) are the only acceptable immunization certificates for admittance grades PreK-12. Required immunizations include (F.S. 1003.22):
    - Four or five doses of diphtheria-tetanus-pertussis (DTaP) vaccine
    - Two or three doses of hepatitis B (HepB) vaccine
    - Three, four, or five doses of polio vaccine *
    - Two doses of measles-mumps-rubella (MMR) vaccine
    - Two doses of varicella vaccine for K-8 **
    - ~~One~~ Two doses of varicella vaccine for grades 10-12

      *If a fourth dose of vaccine is administered prior to fourth birthday, a fifth dose of polio vaccine is required for kindergarten entry only.

      **Varicella vaccine is not required if varicella disease is documented by health care provider.
- An official letter or transcript from proper school authority which shows record of attendance, academic information, and grade placement of student.
- Social Security Number (District request)

TRANSFER DISTRICT REQUIREMENTS

Elementary grade placement of transfer students to the district shall be in accordance with the requirements as stated in F.S. 1003.21 and F.S. 1003.22 and will be subject to the following conditions (this includes HOPE Scholarship Program transfers):

In-State Transfers from Nonpublic Schools to Kindergarten
Students transferring from a nonpublic Florida Kindergarten to the Clay County District Schools must provide:

- Evidence of date of birth (five years of age on or before September 1)
- Proof of immunization
- Evidence of medical examination performed within the last twelve months and
- Social Security Number (District request)

In-State Transfers from Nonpublic Schools to First Grade
Pupils transferring from a nonpublic first grade must provide:

- Evidence of successful completion of kindergarten in a nonpublic Florida school
- Evidence of date of birth (six years of age on or before September 1)
- Evidence of medical examination performed within the last twelve months
- Proof of immunization and

- Social Security Number (District request)

Underage Out-of-State Transfers to Kindergarten and First Grade from Public and Nonpublic Schools
Entry into kindergarten and first grade, by out-of-state transfer students, who do not meet regular age requirements for admission to Florida Public Schools, shall be based on **their previous state's age requirements for entrance into public schools** and shall be in accordance with Florida Administrative Rule 6A 1.0985.

Any student who transfers from an out-of-state public or nonpublic school shall be admitted upon presentation of the following data:

- An official letter or transcript from proper school authority which shows record of attendance, academic information, and grade placement of the student
- Evidence of immunization against communicable diseases as required by F.S. 1003.22 on a Florida 680 or 681
- Evidence of date of birth in accordance with F.S. 1003.21
- Evidence of medical examination performed within the last twelve months and
- Social Security Number (District request)

Home Education Program Entry or Reentry (FS 1003.21/1002.41)
When a student is transferring into Clay County District Schools from a home education program, the child must meet all district and state entrance qualifications. Temporary grade placement will be based on the following variables:

- Age and maturity;
- Standardized achievement test results;
- Previous record in public and private schools which include state assessments and;
- Evidence of work and achievement while in home education

Final grade placement will be determined by the principal at the end of four weeks **(6A 1.09)**

Assigning Grades to Transferring Students
When students transfer from one school to another, the sending school is required to send all grades earned during the current grading period **regardless of days enrolled**.

Transfers from one CCSD elementary school to another will be through ~~Focus~~ the Student Information System.

Assigning Report Card Grades
Receiving schools shall assign progress report grades when the student has been enrolled in the school fifteen (15) or more days. The primary responsibility for assigning grades rests with the teacher subject to approval by the principal.

In no way will an academic penalty be used for a "code of conduct" violation with the

exception of cheating or plagiarism.

Conversion Chart (Grades 3-6)
If a transfer student does not have numeric grades available, the following conversion chart can be used for averaging purposes:

A+ = 100	A = 95	O = 95
B+ = 89	B = 85	S = 80
C+ = 79	C = 75	N = 75
D+ = 69	D = 65	U = 59
	F = 55	

Grades earned outside of the School District of Clay County should be averaged to obtain the year's average using the conversion chart. A notation in the comment section should denote grades and where they were earned.

Change of Class/Courses of Clay County Students
A parent may request a transfer of their child(ren) to another classroom teacher within the same grade or course at any time during the year based on (1) the teacher's out-of-field certification status or (2) personal preference. The parent may not, however, choose a specific classroom teacher. At the time of the request, the school must approve or deny the request within two weeks. If the request is denied, the school will notify the parent and specify the reasons for the denial. F.S. 1003.3101

Procedures Concerning Request for Transfer of Students:

- Parent makes a written request to the school Principal to transfer their child(ren) to another teacher (must be in the same grade level and/or course); Prior to principal consideration, a parent teacher conference must take place;
- The Principal considers the request and notifies the parent within two weeks. The Principal must consider:
  - Class size
  - Grade and course
  - Any variable that would impact the student or class that is being considered (ex., discipline issues, teacher input)
- If approved, parent and teacher are notified;
- If not approved, parent is notified with an explanation given.
- Consistent with School Board rules and in accordance with state statute (1012.28(5)F.S.), the Superintendent has designated the principal of the school as the final authority in the placement of students in a program(s) or classes.

ELEMENTARY INSTRUCTION

PHYSICAL EDUCATION AND RECESS

Florida Statute 1003.455 requires each district school board to develop a physical education

program that stresses physical fitness and encourages healthful, active lifestyles. K-5 students and 6th grade students enrolled in an elementary school are required to have 150 minutes each week with at least 30 consecutive minutes on any day during which physical education instruction is conducted. The physical education requirement shall be waived for a student in grades kindergarten through grade eight who meets one of the following criteria:

- required to enroll in a remedial course
- parent indicates in writing to the school that:
  - parent requests that student enroll in one of the courses provided by the school as an alternative option to physical education
  - student is participating in physical activities outside the school equal to or in excess of mandated requirements.

"Free-play" recess will be included in the elementary day for grades K - 5 for 120 minutes weekly. (HB 7069)

REGULAR PROGRAM

Each student in grades K-6 will receive regularly scheduled instruction based on the district adopted curriculum. Curriculum content for all subjects must integrate critical-thinking, problem-solving, and workforce-literacy skills; communication, reading, and writing skills; math skills, collaboration skills; contextual and applied-learning skills; technology-literacy skills; information and media-literacy skills; and civic-engagement skills. (Chapter 1001, Part II). Schools may also offer courses in art, music, media, and/or technology. The instructional schedule should be at least five hours and thirty-five minutes. Flexibility in the designing of school schedules is permissible and may reflect the integration of content determined necessary to provide an appropriate instructional program.

All students must meet state requirements concerning mastery of curriculum frameworks and student performance standards based on the Florida State Standards. Mastery is documented by passing grades as determined by the classroom teacher.

HOMEWORK (SDCC Policy 4.40)

Homework is defined as assignments which support specific concepts taught during the school day. Incomplete class work is not considered to be homework, but rather a continuation of the student's daily class work responsibility. Because all Clay Virtual Academy course work is completed outside the traditional classroom, this policy does not apply to CVA students.

Homework should not exceed 20-30 minutes for K-3 or 30-45 minutes for 4-6. Individually assigned, rather than class assignments, are strongly recommended. No homework is to be assigned over school holidays. No homework is to be assigned during statewide assessment tests.

MULTI-TIERED SYSTEM OF SUPPORTS/RESPONSE TO INTERVENTION PLAN/PROGRESS MONITORING

A Multi-Tiered System of Supports (MTSS) is an evidence-based model of schooling that uses data-based problem-solving to integrate academic and behavioral instruction and intervention. The integrated instruction and intervention is delivered to students in varying intensities (multiple tiers) based on student need.

The tiers, or levels of student supports, represent a way to organize resources to provide instruction/intervention based on student need. These are NOT locations for students, but rather specific instruction/interventions supports provided based on student need. Additional resources or supplemental supports (i.e., tier 2 and tier 3) are in addition to what all students receive (general instruction) and can be provided in a variety of ways and locations.

Three levels of Multi-Tiered Systems of Support:

- Tier 1 Intervention (Universal Prevention)
- Tier 2 Intervention (Supplemental/At-Risk)
- Tier 3 Intervention (Individualized/Intensive)

The Multi-Tiered System of Supports (MTSS). The basic elements of MTSS are required by the Every Student Succeeds Act (ESSA) and the Individuals with Disabilities Education Act (IDEA); therefore, it is the basis for all broad-based initiatives for schools striving to increase student outcomes. Response to Intervention (RtI) has been described in Florida as a multi-tiered system of supports (MTSS) for providing high quality instruction and intervention matched to student needs using learning rate over time and level of performance to inform instructional decisions. This system is depicted as a three-tiered framework that uses increasingly more intense instruction and interventions matched to need.

Elements of the MTSS Process:

- ~~Highly effective personnel~~ Qualified teachers deliver scientific, research-based instruction and evidence-based practices.
- Evidence-based curriculum and instructional approaches have a high probability of success for most students.
- Instruction is differentiated to meet individual learning needs.
- Reliable, valid, and instructionally relevant assessments include the following:
    - Screening Measures: Assessment tools designed to collect data for the purpose of measuring the effectiveness of core instruction and identifying students needing more intensive interventions and support.
    - Diagnostic Measures: Formal or informal assessment tools that measure skill strengths and weaknesses, identify skills in need of improvement, and assist in determining why a problem is occurring.
    - Progress Monitoring Measures: Ongoing assessment conducted for the purposes of guiding instruction, monitoring student progress, and

evaluating instruction/intervention effectiveness.
    - Formative Measures: Ongoing assessment embedded within effective teaching to guide instructional decisions.
    - Summative (Outcome) Measures: Typically administered near the end of the school year to give an overall perspective of the effectiveness of the instructional program.
- Ongoing, systematic planning/problem solving is consistently used by teams including parents and educators, from enrollment to graduation for all students, to make decisions across a continuum of student needs.
- Student response to instruction/intervention (MTSS) data are used to guide meaningful decision making.
- Job embedded, ongoing, professional development and follow-up coaching with modeling are provided to ensure effective instruction at all levels.
- Actively engaged administrative leadership for data-based decision making is inherent to the school culture.
- All students and their parent(s) are engaged throughout the process in one proactive and seamless educational system.

Problem Solving Process

The problem-solving process is critical to making the instructional adjustments needed for continual improvement. This process involves an ongoing cycle with the following steps:

Step One: Define the problem ~~of~~ or goal by determining the difference between what is expected and what is occurring.

Step Two: Analyze the problem using data to determine why the issue is occurring.

Step Three: Develop and ~~I~~implement a ~~P~~plan driven by the results of the team's problem analysis by establishing a performance goal for the group of students or the individual student and developing an intervention plan to achieve the goal.

Step Four: Measure response to instruction/interventions by using data gathered from progress monitoring at agreed upon intervals to evaluate the effectiveness of the intervention plan based on the student's or group of students' response to the intervention.

Response to Intervention (RtI) refers to the fourth step of the problem-solving process. RtI encompasses the utilization of student-centered progress-monitoring data to make instructional decisions to ensure positive student outcomes.

Needs of students who struggle in the area(s) of reading, math, language or behavior should be addressed and instruction should be tailored to these needs based upon frequent progress monitoring data. Students who continue to perform below grade level expectations should be targeted for intervention. These interventions and the monitoring of these interventions should be documented within the RtI (Response to Intervention) process.

MTSS teams ensure the students' needs are addressed through grade level/content area

team meetings where specific student needs are discussed and plans are generated to address these needs. These RtI teams – with parent involvement – will continually monitor student progress and make appropriate intervention recommendations. If the student's deficiency isn't remediated while serving Tier III interventions, or if a student is responding to intervention but requires a level of intensity and resources to sustain growth performance, a referral for evaluation for Exceptional Student Education may be recommended.

If the documented deficiency has not been remediated a student **may be retained** in accordance with state guidelines. Each student who does not meet the minimum performance expectations defined by the Commissioner of Education for the statewide assessment tests in reading, writing, science and mathematics must continue to be provided with remedial or supplemental instruction until the expectations are met or the student graduates from high school or is not subject to compulsory school attendance.

Intensive remedial instructional strategies may include but are not limited to:

- Summer school coursework (Grades 3 and 6)
- Extended day services (before or after school tutoring)
- Parent tutorial programs (if appropriate)
- Contracted academic services (previously approved by the district)
- Exceptional Student Education
- Suspension of curriculum other than reading, writing, and mathematics, and science
- Intensive skills development programs
- **Immediate intensive** intervention (iii) inside or outside the literacy block if deficit is in reading.
- Implementation of a positive behavior support plan
- Remediation plan to help the student with make-up work
- Contingent upon available funds and on a first-come, first-serve basis, students classified as ELL and who are enrolled in a program receiving services that are specifically designed to meet the needs of English Language Learner students are eligible for the "Reading Scholarships Accounts" program (see page 16 under "Reading Deficiencies and Parental Notification" form more information).
- Contingent upon available funds and on a first-come, first-serve basis, students scoring a Level 1 or Level 2 on the 3rd grade statewide, standardized ELA assessment are eligible for the "Reading Scholarships Accounts" program (see page ~~16~~ 27 under "Reading Deficiencies and Parental Notification" form more information).

A review shall be conducted of MTSS Plans for all retained third grade students who did not score above Level 1 on FSA and did not meet one of the Good Cause exemptions. The Plan must address additional supports and services needed to remediate the deficiency.

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When to consider starting an MTSS Academic or Behavior Plan

Academic Considerations

	READING	MATH	WRITING
K-2	● Consistently scoring in the red success zone on a Clay established benchmark assessment Scoring in the yellow success zone of a Clay established benchmark assessment if supported by other data ● Teacher, parent, or other instructional personnel recommendation ● Report card reflects skills not mastered as expected for grade level	● Scoring at the at-risk level on a Clay established benchmark assessment if supported by other data sources ● Teacher recommendation ● Report card reflects skills not mastered as expected for grade level	● Report card reflects skills not mastered as expected for grade level ● Teacher recommendation ● Clay established assessment rubric demonstrates weakness in writing skills
3-6	● Scoring at the at-risk level on Clay established benchmark assessment if supported by other data ● Teacher, parent, or other instructional personnel recommendation ● Report card reflects skills not mastered as expected for grade level ● Scored at level 1 or 2 on FSA for the two previous school years ● Required for retained 3rd grade readers	● Scoring at the at-risk level on Clay established benchmark assessment if supported by other data ● Teacher recommendation ● Report card reflects skills not mastered as expected for grade level ● Scored at level 1 or 2 on or FSA for the two previous school years	● Report card reflects skills not mastered as expected for grade level ● Teacher recommendation ● Clay established assessment rubric demonstrates weakness in writing skills

Behavioral Considerations

K-6	● Discipline referrals, Clay Behavior Universal Screener, Schoolwide Positive Behavioral Interventions and Supports (PBIS) data ● Students who exhibit externalizing or internalizing behaviors ● Students who present many behavioral challenges in and out of the classroom ● Students experiencing in-class consequences but do not get discipline referrals ● Students in ESE settings who may still need additional behavioral supports ● Teacher, parent, or other instructional personnel recommendation

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READING DEFICIENCIES AND PARENTAL NOTIFICATION (F.S.1008.25)

Any student in kindergarten through grade 3 who exhibits a substantial deficiency in reading based upon screening, diagnostic, progress monitoring, or assessment data; statewide assessments; or teacher observations must be provided intensive, explicit, systematic, and multisensory reading interventions immediately following the identification of the reading deficiency. A school may not wait for a student to receive a failing grade at the end of a grading period to identify the student as having a substantial reading deficiency and initiate intensive reading interventions. The student's reading proficiency must be monitored and the intensive interventions must continue until the student demonstrates grade level proficiency in a manner determined by the district, which may include achieving a Level 3 on the statewide, standardized English Language Arts assessment. The State Board of Education shall identify by rule guidelines for determining whether a student in kindergarten through grade 3 has a substantial deficiency in reading.

The parent of any student who exhibits a substantial deficiency in reading, must be notified in writing of the following:

- That his or her child has been identified as having a substantial deficiency in reading, including a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in reading.
- A description of the current services that are provided to the child.
- A description of the proposed intensive interventions and supports that will be provided to the child that are designed to remediate the identified area of reading deficiency.
- That if the child's reading deficiency is not remediated by the end of grade 3, the child must be retained unless he or she is exempt from mandatory retention for good cause.
- Strategies, including multisensory strategies, through a read-at-home plan the parent can use in helping his or her child succeed in reading.
- That the statewide, standardized English Language Arts assessment is not the sole determiner of promotion and that additional evaluations, portfolio reviews, and assessments are available to the child to assist parents and the school district in knowing when a child is reading at or above grade level and ready for grade promotion.
- The district's specific criteria and policies for a portfolio and the evidence required for a student to demonstrate mastery of Florida's academic standards for English Language Arts. A parent of a student in grade 3 who is identified anytime during the year as being at risk of retention may request that the school immediately begin collecting evidence for a portfolio.
- The district's specific criteria and policies for midyear promotion. Midyear promotion means promotion of a retained student at any time during the year of retention once the student has demonstrated the ability to read at grade level.

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Reading Scholarships
FS 1002.411 provides reading scholarship accounts for students. Contingent upon available funds, and on a first-come, first-served basis, each student in grades 3 through 5 who is enrolled in a Florida public school is eligible for a reading scholarship account if the student scored below a Level 3 on the grade 3 or grade 4 statewide, standardized English Language Arts (ELA) assessment in the prior school year. An eligible student who is classified as an English Language Learner and is enrolled in a program or receiving services that are specifically designed to meet the instructional needs of English Language Learner students shall receive priority.

For an eligible student to receive a reading scholarship account, the student's parent must:

- Submit an application to an eligible nonprofit scholarship-funding organization by the deadline established by such organization; StepUpForStudents.org
- Submit eligible expenses to the eligible nonprofit scholarship-funding organization for reimbursement of qualifying expenditures, which may include: instructional materials, curriculum, tuition and fees for tutoring, summer education and after-school education programs designed to improve reading or literacy skills

By September 30, the school district shall notify the parent of each student in grades 3 through 5 who scored below a level 3 on the statewide, standardized ELA assessment in the prior school year of the process to request and receive a reading scholarship, subject to available funds.

~~ATTENDANCE~~ **(MOVED TO SECTION BEFORE ELEMENTARY EDUCATION)**

~~Florida Law (Section 1003.21, Florida Statutes) states that all children who are either six years of age, who will be six years old by February 1 of any school year, or who are older than six years of age but who have not attained the age of 16 years, must attend school regularly during the entire school term.~~

~~The "Every Student Succeeds Act" changes the focus of attendance. Instead of focusing on Truancy, the focus is narrowed to Chronic Absences. There has been a shift from punitive measures to preventive and supportive interventions. The process is driven by data which ensures accountability. A multi-tiered model of interventions should be established in each school. Tier one interventions should be implemented school-wide and can include contests, recognition of good/improved attendance etc. Tier two interventions are teacher/classroom based, and Tier three interventions are implemented by a multidisciplinary team. Once Tier one and Tier two interventions have been implemented for attendance without improvement, a referral should be made to the multidisciplinary team. The team should schedule a meeting with and obtain input from the teacher. The parent and the student will be invited to the intervention meeting. The intervention team should have regular meetings. These meetings not only provide prevention and intervention, but follow-up meetings are held to check-in on prior attendees. The goal of the team is to develop a plan to help the student become more successful by utilizing~~

strategies specific to each student including, but not limited to:

- Changes in the learning environment
- Implementation of an incentive plan
- Mentoring
- Student/family counseling
- Tutoring
- Evaluation of credits, and alternative educational options
- Attendance contracts
- Agency referrals
- Remediation plan to help the student with make-up work

For the intervention plan to be successful, the plan must be achievable. If the team determines it is appropriate to accept make-up work for unexcused absences, the Principal or Designee will seek input from the team, including the teacher and make a final determination. The intervention plan and the student's response should be monitored. If the team has concerns, there should be discussion about what is working and what needs to be re-addressed. Referring the student for consequences should not be considered until all resources have been exhausted. The decision to proceed with a CINS petition or Referral to the Truancy Arbitration Program is a decision the intervention team will make when the members agree that a referral should be made.

HABITUAL TRUANCY

"Habitual truant" means a student who has 15 unexcused absences within 90 calendar days with or without the knowledge or consent of the student's parent, is subject to compulsory school attendance under s.1003.21(1) and (2) (a), and is not exempt under s.1003.21 (3) or s.1003.24, or by meeting the criteria for any other exemption specified by law or rules of the State Board of Education. Such a student must have been the subject of the activities specified in s.1003.26 and s.1003.27 (3), without resultant successful remediation of the truancy problem before being dealt with as a child in need of services.

Truancy Procedures: If a student has had at least five (5) unexcused absences, or absences for which the reasons are unknown, within a calendar month or 10 unexcused absences, or absences for which the reasons are unknown, within a 90-calendar day period, Tier 2 interventions should be implemented. If these are not successful, the primary teacher shall report to the school Principal or his or her designee that the student may be exhibiting a pattern of nonattendance. F.S.1003.26.

The multidisciplinary team shall be diligent in facilitation intervention services and shall report the child to the Superintendent only when all reasonable efforts to resolve non-attendance behavior are exhausted. F.S. 1003.23(1)(d).

- If the parent or guardian in charge of the student refuses to participate in the remedial strategies because he or she believes that those strategies are unnecessary or inappropriate, the parent or guardian in charge of the student may appeal to the

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school board. F.S.1003.26(1)(e)..

- If the board's final determination is that the strategies of the multidisciplinary Team are appropriate, and the parent or guardian in charge of the student still refuses to participate or cooperate, the Superintendent may seek criminal prosecution for non compliance with compulsory school attendance. s. 1003.26(1)(e), F.S
- If nonattendance continues after the implementation of intervention strategies, the Superintendent or designee shall file a CINS petition, defined in s.984.15, F.S. The school representative, a parent, law enforcement, a court, or the DJJ shall initiate a referral to a CINS provider or a case staffing committee established pursuant to s. 984.12, F.S., and procedures established by the district school board. The purpose of the referral to CINS is to secure prevention services for a habitually truant student and the family (F.S.1003.27(3). Prior to the filing of the CINS petition, reasonable time must be allowed to complete interventions to remedy conditions contributing to the truant behavior and must comply with the requirements of F.S.1003.26.

EXCUSED/UNEXCUSED ABSENCES

An absence from school under the following circumstances shall be considered excused:

- With permission — The absence was with the knowledge and consent of the principal of the school, which the student attends.
- Sickness, injury or other insurmountable condition — Attendance was impracticable or inadvisable on account of sickness or injury, or was impracticable because of some other stated insurmountable condition.
- Absence for religious instruction or holidays — A student with the written consent of his or her parent/guardian shall be excused from attendance in school on a particular day or days, or at a particular time of day, and shall be excused from any examination, study or work assignment at such time to participate in religious instruction, for observance of a religious holiday or because tenets of his or her religion forbid secular activity at such time. The principal shall reserve the right to refuse a student's request for released time, if according to the provisions of the district's student progression plan:
    - The student is not enrolled in sufficient courses to allow for the student's promotion or graduation, and thus the released time would not be equivalent to an optional period.
    - The student's grades/academic progress is insufficient to allow for the student's promotion or graduation. Absences approved for religious reasons do not affect perfect attendance.
- Absences due to head lice will be excused, up to 2 days per incident and for a total of 10 days per school year. After a student has accumulated 10 excused absences due to head lice during a school year, further absences due to head lice will be considered unexcused. Unusual circumstances may be addressed by the principal to go beyond these 10 days for excused absences.

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It is the responsibility of the parent/guardian to provide a written statement to the school explaining the absence within three (3) school days following the return of the student to school.

If a student is continually sick and repeatedly absent from school, he or she must be under the supervision of a physician in order to receive an excuse from attendance. Such excuse provides that a student's condition justifies absence for more than 5 days per grading period/10 days per semester/20 days per year. The principal of the school shall determine when it is necessary to require a physician's statement from the student's medical provider and required the parent/guardian to provide a copy to their child's school within a reasonable period of time as determined by the principal or designee.

An absence from school under the following circumstances may be considered unexcused:

- The absence was without the parent/guardian's knowledge, consent or connivance.
- Permission for the absence was requested but denied by the principal of the student's school.
- No written statement of the absence from the parent/guardian has been received by the school explaining the reason for the absence within three (3) school days following the return of the student to schools.

The principal has administrative discretion in cases of excessive absences to reject a written note and consider the absence as unexcused when absences are seriously impacting academic progress, with the exception of sickness, injury or insurmountable conditions.

Accumulated unexcused tardy and early departure time equivalent to one full school day may be counted as one unexcused absence in the total number of unexcused absences required for possible legal action.

Missed instructional time due to tardiness and early departures shall be accumulated as excused or unexcused using the same policies as for absent days.

Pertaining to children of military families, students may receive 5 excused days when the absences are due to a parent/guardian leaving for active duty, on leave from active duty or returning from deployment (FS-1000.36).

In no instance will an academic penalty be used for a "Code of Conduct" violation.

Attendance for Clay Virtual Academy students will be documented as follows:

- Students in grades K-5 must log in each school day;
- Students in grades 6-12 must follow their pace chart and be on pace;
- Any day a K-5 student does not log in is considered an absence unless otherwise approved by a CVA administrator or guidance school counselor;
- Any week a 6-12 student completes less than their pace chart % of the coursework, an absence equal to the percentage below 5 will be documented unless otherwise

~~approved by a CVA administrator or designee.~~

~~**Perfect Attendance is awarded to students that have been neither absent or tardy.** Perfect attendance will be awarded to those students who have been present in school every day, with **no absences or tardies**. If a student is not in attendance for half of the school day he/she would be considered as absent for purposes of "perfect attendance". If a student is checked out after 10:00 a.m. they are considered present and "perfect attendance" is not affected. (SDCC Policy 4.02 G) Clay Virtual Academy students are not eligible for perfect attendance.~~

ASSESSMENT (F.S. 1008)

Students in grades kindergarten through 6 are evaluated annually. **All students, unless specifically exempted, must take all statewide and local achievement tests at their appropriate grade level**. Each student who does not meet specific levels of performance in reading, writing, science, and mathematics must be provided with additional diagnostic assessments to determine the nature of the student's difficulty and academic needs. Test accommodations and modification of procedures may occur, as necessary, for students in Exceptional Education, for students with a 504 plan, and for students who have Limited English Proficiency, are provided through the Individual Education Plan (IEP), 504 Plan or the English Language Learners Plan (ELL).

The Florida Standards Assessments (FSA) (http://fsassessments.org) elementary testing requirements are as follows:

Florida Kindergarten Readiness Screener (FLKRS) – (F.S. 1002.69) All school districts are required to administer the statewide screening based upon the VPK standards to each kindergarten student in the school district within the first 30 school days of the school year. Data will be used to identify students in need of intervention and support. Retained kindergarten students will not be screened. Teachers are encouraged to share the data from the FLKRS with parents when conferencing.

FSA English Language Arts – Writing– The FSA Writing component is administered to all fourth, fifth, and sixth grade students. Results for the Writing Component will be combined with the FSA English Language Arts assessment for one combined score.

FSA Mathematics – This test is administered to all students in grades 3, 4, 5 and 6.

FSA English Language Arts – This test is administered to all students in grades 3,4,5, and 6 in a separate assessment window from the FSA Writing component. Results from the English Language Arts assessment are combined with the FSA

Writing component for one combined score.

Statewide Science Assessment – This test is administered to all fifth grade students. Students are compared to other fifth grade students within the state.

ACCESS ~~2.0~~ – This test is administered to all ELL (English Language Learner) students with a code of "LY" on the first day of the test administration window.

Progress Monitoring

- Clay County District schools will use the i-Ready reading diagnostic three times a year for reading progress monitoring in grades K-8. *K-3
- Clay County District schools will use the Achieve3000 LevelSet three times a year for reading progress monitoring in grades 4-10.
- Clay County District schools will use the i-Ready reading diagnostic three times a year for math progress monitoring in grades K-8.

Student performance on teacher developed commercially produced assessments determine grades on report cards. Required district achievement testing and statewide assessments do not impact the student's report card grade.

ELIGIBILITY FOR ALTERNATE ASSESSMENT

FLORIDA STANDARDS ALTERNATE ASSESSMENT FOR STUDENTS WITH SIGNIFICANT COGNITIVE DISABILITIES

Participation Guidelines

All Florida students participate in the state's assessment and accountability system. The Florida Standards Alternate Assessment (FSAA) is designed for students whose participation in the general statewide assessment program (Florida Standards Assessments, Statewide Science Assessment, Next Generation Sunshine State Standards End-of-Course Assessments) is not appropriate, even with accommodations. The FSAA measures student academic performance on the Access Points in ~~L~~language ~~A~~arts, ~~M~~mathematics, ~~and S~~science, and ~~S~~social ~~S~~studies. Access Points are academic expectations written specifically for students with significant cognitive disabilities. They reflect the essence or core intent of the standards that apply to all students in the same grade, but at reduced levels of complexity.

Per section 1008.22, Florida Statutes, and Rule 6A-1.0943 F.A.C., only students with significant cognitive impairment are eligible to participate in the FSAA program. Therefore, students with a primary disability category of SLD must not participate in the FSAA program and subsequently should not be enrolled in access courses that align to the FSAA program.

The decision for a student with a disability to participate in the statewide alternate assessment is made by the Individual Educational Plan (IEP) team and recorded on the IEP.

The IEP team should consider the student's present level of educational performance in reference to the Florida Standards Assessments and Next Generation Sunshine State Standards Assessments.

All of the following criteria must be met:

- The student has a significant cognitive disability.
- Even with appropriate and allowable instructional accommodations, assistive technology or accessible instructional materials, the student requires modifications to the grade-level general state content standards as defined in rules 6A-6.03411(1)(z) and 6A-1.09401 of the Florida Administrative Code (F.A.C.).
- The student requires direct instruction in academic areas of English ~~l~~Language ~~a~~Arts, math, social studies and science, based on access points, in order to acquire, generalize and transfer skills across settings.
- The parent must sign consent in accordance with Rule 6A-6.0331(10), F.A.C

If the student meets all of the criteria for alternate assessment, the student should be enrolled in access courses and the Florida Standards Alternate Assessment should be used to provide a meaningful evaluation of the student's current academic achievement.

If the student does not meet the criteria, the student should be instructed in general education courses and participate in the general statewide standardized assessments with or without accommodations as appropriate.

Student performance is assessed four levels of achievement. For all grade levels and content areas, the minimum scale score in Achievement Level 3 is identified as the passing score.

The four achievement levels are:

Level 1
Students at this level do not demonstrate an adequate level of success with the Florida Standards Access Points.

Level 2
Students at this level demonstrate a limited level of success with the Florida Standards Access Points.

Level 3
Students at this level demonstrate a satisfactory level of success with the Florida Standards Access Points.

Level 4
Students at this level demonstrate an above satisfactory level of success with the Florida Standards Access Points.

NOTE: Access courses can **only** be used for students with significant cognitive disabilities who are eligible for alternate assessment. Determining the specific benchmarks within each strand and the functional level(s) applicable to a student shall be the responsibility of the IEP Committee. It is expected that only students with the most significant cognitive disabilities who are eligible under IDEA will participate in the FSAA.

GUIDELINES FOR EXEMPTION OF ENGLISH LANGUAGE LEARNERS (ELL)

English Language Learner (ELL) students, who have been in an English Language Program for less than two years and fail to meet district expectations on the state assessments in reading, shall be exempted for Good Cause from the third grade mandatory retention.

All English Language Learners (ELL) who are identified as LY, or active ESOL learners are required to take the annual ACCESS ~~2.0~~ assessment in accordance with Rule 6A-6.0902.

REPORTING PUPIL PROGRESS

Districts must annually report to the parent of each student the progress toward achieving state and district expectations for proficiency in reading, writing, science, social studies and mathematics, and the student's results on each statewide assessment test. The evaluation of each student's progress must be based on the student's classroom work, observations, tests, district and state assessments, and other relevant information.

REPORT CARDS - F.S. 1003.33

Student report cards will be issued every nine weeks. Incomplete work must be completed for a grade within two weeks of the last day of the grading period. This may not extend past the last day of school. Extensions for illness or incapacitating accident must be approved by the Principal.

Report cards will contain:

- The student's academic performance in each class or course grades 3-6 based upon examinations as well as written papers, class participation, and other academic performance criteria (performance will be considered at grade level unless otherwise stated)
- The student's conduct and behavior
- The student's attendance, including absences and tardies

The final report card for a school year shall contain a statement indicating end-of-the-year status or performance or non-performance at grade level, acceptable or unacceptable behavior and attendance, and promotion or non-promotion.

Students in Kindergarten – Second grade with significant cognitive disabilities and working on the Participatory or Supported Level *Florida State Standards Access Points* will be evaluated with a modified report card. **All other students will be evaluated with the standard grade-level report card.**

REPORT CARDS K-1

The Report Cards for K-1 students will include grades earned in ~~L~~language ~~A~~arts, ~~M~~mathematics, ~~S~~social ~~S~~studies, and ~~S~~science/~~H~~health. These grades are evaluated through the use of the following scale:

E - Excellent - Student consistently exceeds grade level expectations. (90% - 100%)
S - Satisfactory - Student consistently meets grade level expectations. (70% - 89%)
N - Needs Improvement - Student does not consistently meet~~s~~ grade level expectations. (60% - 69%)
U - Unsatisfactory - Student does not meet grade level expectations. (59% and below)

Conduct and behavior is evaluated by the teacher using the following scale:

O - Outstanding
S - Satisfactory
N - Needs Improvement
U Unsatisfactory

REPORT CARDS 2-6

The Report Cards for 2-6 students will include grades earned in ~~L~~language ~~A~~arts, ~~M~~mathematics, ~~S~~social ~~S~~studies, and ~~S~~science/~~H~~health are evaluated through the use of the following scale:

A	90 - 100
B	80 - 89
C	70 - 79
D	60 - 69
F	0 - 59

Conduct and behavior is evaluated by the teacher using the following scale:

S	Satisfactory
N	Needs Improvement
U	Unsatisfactory

Students may also participate in courses such as physical education, music, art and technology. Performance or nonperformance in these classes may be communicated by the teacher via the district's Parent Portal.

EVERY GRADING PERIOD, THE TEACHER WILL INDICATE WHETHER THE STUDENT IS WORKING ON (ON GRADE LEVEL), OR BL (BELOW GRADE LEVEL) FOR ALL CORE ACADEMIC SUBJECTS.

HONOR ROLL (GRADES 2-6 ONLY)

To be eligible for the Honor Roll in grades 2-6, students must be working **on grade level**. Principals are encouraged to institute alternative methods to recognize the achievement of students who earn all "A's" and/or "A's and B's" but are not working on grade level.

For "A" Honor Roll:
All "A's" are required in~~:~~ ~~L~~language ~~A~~arts, ~~M~~math, ~~S~~science/~~H~~health , and ~~S~~social ~~S~~studies. Resource grades (such as ~~A~~art, Mmusic, ~~p~~Physical ~~e~~Education, ~~T~~technology) of Outstanding and/or Satisfactory are also required to remain on the Honor Roll. Conduct grades do not count toward Honor Roll. To attain year-long "A" honor roll the student must attain "A" honor roll each grading period during the year.

For "A/B" Honor Roll:
Grades of "A" or "B" are required in ~~L~~language ~~A~~arts, ~~M~~math, ~~S~~science/~~H~~health and ~~S~~social ~~S~~studies. Resource grades (such as ~~A~~art, ~~M~~music, ~~p~~Physical ~~e~~Education, ~~T~~technology) of Outstanding and/or Satisfactory are also required to remain on the Honor Roll. Conduct grades do not count toward the Honor Roll. To attain year-long honor roll for "AB" the student must achieve honor roll each grading period during the year.

ELEMENTARY GRADE PLACEMENT K-6

State law (1003.21(2)F.S.) places the responsibility for the placement of students with the school district. Parents or guardians may discuss a placement with school officials and ask for an explanation of the placement, and they may review the evidence the school used to make the placement. Parents or guardians cannot determine a student's placement, unless otherwise provided by law, as in the case of a placement in a program for exceptional students or a dropout prevention program. School personnel should utilize available resources to achieve parental understanding and cooperation regarding grade placement. **The final decision for promotion or retention is the responsibility of the building Principal (1012.28(5)F.S.)**.

MULTIPLE BIRTH SIBLINGS/CLASSROOM PLACEMENT (s.1003.06, F.S.)

The parent of multiple birth siblings who are assigned to the same grade level and school may request that the school place the siblings in the same classroom or in separate

classrooms. The request must be made no later than 5 days before the first day of each school year or 5 days after the first day of attendance of students during the school year if the students are enrolled in the school after the school year commences. The school may recommend the appropriate classroom placement for the siblings and may provide professional educational advice to assist the parent with the decision regarding appropriate classroom placement. A school is not required to place multiple birth siblings in the same classroom if factual evidence of performance shows proof that the siblings should be separated or if the request would require the school district to add an additional class to the grade level of the siblings. Further, at the end of the first grading period following the multiple birth siblings' enrollment in the school, if the principal of the school, in consultation with the teacher of each classroom in which the siblings are placed, determines that the requested classroom placement is disruptive to the school, the principal may determine the appropriate classroom placement for the siblings. A parent may appeal the principal's decision in the manner provided by school district policy. During an appeal, the multiple birth siblings must remain in the classroom chosen by the parent. This does not affect the right or obligation involving placement decisions pertaining to students with disabilities under state law or the Individuals with Disabilities Education Act. It also does not affect the right of a school district, principal, or teacher to remove a student from a classroom pursuant to school district discipline policies.

PROMOTION

Promotion is based on mastery performance standards approved by the State Board of Education according to Florida Statute 1003.41 for Pre-K through 12. Progression from one grade to the other is determined in part by proficiency in reading, writing, science, and mathematics at each grade level as defined in the Florida State Standards. This also includes proficiency in statewide assessments below which a student must receive remediation or be retained within an intensive program that is different from the previous year's program and takes into account student learning style.

No student may be assigned to a grade level based solely on age or other factors that constitute social promotion (F.S. 1008.25). Social promotion occurs when a student is promoted based on factors other than the student achieving the district and state levels of performance for student progression. A student fails to meet the state portion of the levels of performance for student progression when the student fails to achieve the required levels in reading, writing, mathematics, or science on the Florida Standards Assessment.

Promotion, assignment, or retention normally will occur at the end of the school year or at the end of summer school, if it is available. The primary responsibility for determining each student's performance and ability to function academically, socially, and emotionally in the next grade is that of the classroom teacher subject to review and final approval of the principal.

Students in grade 6 must earn a promotion credit in ~~L~~language ~~A~~arts, ~~M~~math, ~~S~~science, and ~~S~~social ~~S~~studies to be promoted to 7th grade. To earn a promotion credit a student must earn a "D" or better on grade level in the subject area. A student may earn only one

promotion credit in Summer School. A student can earn an additional promotion credit for promotion purposes through a state approved virtual instruction provider.

Academically Challenging Curriculum to Enhance Learning (ACCEL) options are educational options that provide academically challenging curriculum or accelerated instruction. ACCEL options include whole-grade promotion, mid-year promotion, and subject-matter acceleration within the same school; virtual instruction in higher grade level subjects pursuant to S. 1002.3105 (2) (a).

Additional ACCEL options include enriched science, technology, engineering, and math (STEM) coursework; enrichment programs; flexible grouping; and differentiated instruction.

Parents should contact the school principal for information related to student eligibility requirements for participation in ACCEL options available within the principal's school.

STANDARDS FOR MID-YEAR PROMOTION OF RETAINED THIRD GRADERS – RULE 6A-1.094222

Mid-year promotion of retained third grade students must occur during the **first** semester of the academic year.

To be eligible, a student must demonstrate that he/she:

- Is a successful and independent reader as demonstrated by reading at or above third grade level; **and**
- Has progressed sufficiently to master appropriate fourth grade reading skills; **and**
- Has at least a "C" average in reading, math, science, and social studies at the third grade level.

The student must be able to demonstrate that he/she has the ability to perform satisfactorily at a fourth grade reading level consistent with the month of promotion to fourth grade as presented in the ELA Curriculum Guides. Evidence of demonstration of mastery will be:

- Successful completion of a portfolio that meets state criteria in Rule 6A-1.094222; **or**
- A score at the 45th percentile or higher on the SAT-10 reading test or iReady reading equivalent of the 50th percentile or above which is consistent with the month of promotion to fourth grade.

To promote a student by portfolio, there must be evidence of mastery of the third grade Florida State Standard Benchmarks for Language Arts **and** beginning mastery for fourth grade ~~L~~language ~~A~~arts. The portfolio **must** meet the following requirements:

- Be selected by the district;
- Be an accurate picture of the student's ability and include only student work that

has been independently produced in the classroom;
- Include evidence of mastery of the standards assessed by the grade 3 FSA ELA;
- Include evidence of beginning mastery of grade 4 standards. This includes multiple choice, text-based response, and passages that are approximately 50% literary text and 50% information text and;
- Be signed by the teacher and the principal as an accurate assessment of the required reading skills.

The RtI/MTSS Plan for any retained third grade student, who has been promoted mid-year to fourth grade, **must** continue to be implemented for the entire academic year.

DETERMINATION REGARDING PROMOTION

The basis for making the determination regarding promotion should reflect student performance according to:

- Proficiency with state standards as determined by i-Ready diagnostic reports in grades K-8*
- Student growth as determined by i-Ready diagnostic reports in grades K-8*
- Classwork and formative/summative assessments (reported grades)
- Performance on required statewide assessments
- Other objective data presented by teacher (Achieve3000 Lexile Level, LLI Reading Level, etc.)

Recommendation of the Individual Education Plan (IEP) team.

ACCELERATION

Academically Challenging Curriculum to Enhance Learning (ACCEL) options are educational options that provide academically challenging curriculum or accelerated instruction. ACCEL options include whole-grade and mid-year promotion; subject-matter acceleration; virtual instruction in higher grade level subjects; and the Credit Acceleration Program under s. 1003.4295. Additional ACCEL options include enriched science, technology, engineering, and mathematics (STEM) coursework; enrichment programs; flexible grouping; and differentiated instruction.

Each principal/school must establish student eligibility requirements for virtual instruction in higher grade level subjects. Each principal must also establish student eligibility requirements for whole grade promotion, mid-year promotion, and subject matter acceleration when the promotion or acceleration occurs within the principal's school.

The school must carefully consider the effect of ACCEL options, especially mid-year and full-year promotion, on the student's future social, emotional and academic performance.

Acceleration Options:

- **Whole Grade Promotion** – Promotion of a student occurring at the end of the

school year from one grade to a grade higher than normal matriculation allows. The student will be monitored for the first four (4) weeks of the change of placement to assess progress. If acceleration is not appropriate for the student as determined by the principal, **the student will be returned to the former placement.**

- **Mid-year Promotion** – A student remains coded in the grade level they are currently enrolled in and is placed in the next grade level for instruction. The student will be monitored every four (4) weeks of the change of placement to assess progress. If acceleration is not appropriate for the student as determined by the school principal, **the student will be returned to the former placement.** If appropriately placed, the student will be formally promoted to the next grade level mid-year.
- **Subject Matter Acceleration** – A student that is placed with students at a more advanced grade level on campus for one or more subjects for a part of a day without being assigned to a higher grade. The student will be monitored every four (4) weeks of the change of placement to assess progress. If acceleration is not appropriate for the student as determined by the school principal, **the student will be returned to the former placement.**

Parents should contact the school principal for information related to student eligibility requirements for participation in ACCEL options.

STUDENTS WITH DISABILITIES

Students with disabilities must meet the state or district levels of performance for student progression unless the disabling condition prevents the student from attaining the required levels of performance in the regular curriculum in pursuit of a standard diploma. In such cases, promotion will be determined by the IEP team and based on the student meeting the goals and objectives on the Individual Education Plan. See Good Cause regarding mandatory grade 3 retention if applicable.

REMEDIATION

REMEDIATION K-6

A student exhibiting substantial reading difficulty must receive intensive reading instruction both during and outside the literacy block. Remediation should also be supported in the content area subjects. This must occur immediately following the identification of the reading deficiency. The student must continue to be given reading instruction until the deficiency is remedied.

Any student who does not meet the district levels of performance in reading, writing, science, and mathematics or who does not meet the specific levels of performance on statewide assessments as determined by the Commissioner of Education, must be provided remediation through:

- Additional diagnostic assessments, determined by the district, to identify the nature

of the student's difficulty and areas of academic need; and
- Implementation of an individual intervention plan developed, in conjunction with a parent or guardian that is designed to assist the student (in meeting state and district expectations of proficiency.
- Contingent upon available funds, access to the "Reading Scholarship Accounts" program.

SECONDARY SCHOOL REFORM (TO INCLUDE SIXTH GRADE)
(F.S. 1003.4156)

In order to be promoted to grade 9, junior high students must successfully complete the following during their 6th, 7th and 8th grade years:

- 3 **courses** in English Language Arts
- 3 courses in ~~M~~mathematics (Successful completion of a high school level Algebra 1 or Geometry course is not contingent upon the student's performance on the statewide, standardized end-of-course (EOC) assessment. However, to earn high school **credit**, the junior high student must take the EOC and pass the course, with the assessment constituting 30% of the final course grade.)
- 3 courses in ~~S~~social ~~S~~studies (one of which must be Civics which includes a statewide, standardized EOC that constitutes 30% of the student's final grade. A middle grades/junior high student who transfers into the state's public school system from out of country, out of state, a private school, or a home education program after the beginning of the second term/semester of grade "8" is not required to meet the civics education requirement for promotion IF the student's transcript documents passage of three courses in social studies or two-year-long courses in social studies that include coverage of civics education.)
- 3 courses in ~~S~~science (Successful completion of a high school level Biology 1 course is not contingent upon the student's performance on the statewide, standardized EOC assessment required under s. 1008.22. However, to earn a credit for this course, the student must take the Biology 1 EOC, which constitutes 30% of the student's final course grade, and earn a passing grade in the course.)
- F.S. 1003.455 (hyperlink inserted) Requires one semester of physical education each year for students enrolled in grades 6-8.

Sixth grade students who score Level 1 or 2 on the FSA ELA must complete a remedial course or a content area course in which remediation strategies are incorporated in course content the following year. Students scoring a Level 2 on FSA Reading will be assessed at the end of the sixth grade to determine placement in intensive reading or placement in a content area reading course in seventh grade.

Sixth grade students who score Level 1 or 2 on the FSA Math must receive remediation that may be integrated into the required math course the next year. Refer to page 19 for requirements of RtI Plans for students scoring Level 1 or 2 on FSA.

SIXTH GRADE FAST TRACK PROGRAM

This program allows selected 6th grade students to be promoted to the junior high should they meet the following criteria:

- Student with 2 or more retentions
- Student who is 13 years of age on or before September 1st
- Student must attend summer school
- Principal recommends for Fast Track; requires District Office approval

Contact the school ~~guidance~~ counselor for more information.

RETENTION

GENERAL REQUIREMENTS

Students failing to achieve district levels of expectation **must** receive remediation. If, after remediation, they are still deficient, they **may** be retained.

Recommended Steps for Retention Consideration

- Identify potential students and verify whether the students are receiving support services through an active monitoring plan or Individual Education Plan or 504 Plan.
- In consultation with the principal, teachers will notify parents **prior** to the last nine weeks of the school year.
- Students who have difficulty meeting promotion requirements should be evaluated for retention by the professional team (administrator, teacher, and school counselor). Consideration should be given for a referral to the Response to Intervention Team/MTSS, Student Services Team, and/or counseling.

No one test with a single administration should determine promotion or retention. The preponderance of evidence from evaluations should determine if a student is ready for the work of the next grade level.

The state board has adopted rules to prescribe limited circumstances in which a student may be promoted without meeting the specific assessment performance level prescribed by the district's Student Progression Plan. Such rules specifically address the promotion of the students with Limited English Proficiency and students with disabilities. Refer to exemption for Good Cause regarding grade 3 students.

The school district must consider an appropriate alternative placement for a student who has been retained two (2) or more years.

Students in grades K-6 being considered for retention may be recommended for academic tutoring or summer school, if available. Student participation in these support services does not automatically result in promotion or retention. The principal of the student's assigned school makes the final decision regarding promotion or retention.

MANDATORY GRADE 3 RETENTION AND SUPPORT (F.S. 1008.25)

It is the ultimate goal of the Legislature that every student read at or above grade level. Any student who exhibits a substantial deficiency in reading, based upon locally determined or statewide assessments conducted in kindergarten or grade 1, grade 2, or grade 3, or through teacher observations, must be given intensive reading instruction immediately following the identification of the reading deficiency. The student's reading proficiency must be reassessed by locally determined assessments or through teacher observations at the beginning of the grade following the intensive reading instruction. The student must continue to be provided with intensive reading instruction until the reading deficiency is remedied.

If the student's reading deficiency is not remedied by the end of the grade 3, as demonstrated by scoring at Level 2 or higher on the statewide assessment test in reading for grade 3, the student must be retained unless he/she is exempt from mandatory retention for Good Cause.

If a grade 3 student transfers after the administration of the Florida Standards Assessment, it is up to the district to assess the student's reading proficiency at the end of the year to determine if the student needs to repeat the third grade. The assessment, identified by the state, is the SAT-10 or iReady reading. The student must score 45% or higher on the SAT-10 or 50th percentile or higher on the iReady diagnostic to be eligible for promotion unless Good Cause is applicable. A portfolio may also be presented to the principal. See "Good Cause".

Retention of Limited English Proficient (LEP) students must be determined by a school's LEP Committee, except in the case of mandatory retention for reading deficiencies in grade 3. See "Good Cause".

The parent of any student who exhibits a substantial deficiency in reading must be notified in writing of: that deficiency, a description of the current services and proposed supplemental instructional services and supports; that the child will be retained unless he or she meets one of the Good Cause exemptions; the strategies for parents to use in helping their child succeed in reading proficiency; that the FSA is not the sole determiner of promotion; and the district's specific criteria and policies for mid-year promotion.

Each school district shall conduct a review of MTSS Plans (or Individual Education Plans for students with disabilities) for all retained third grade students who did not score above Level 1 on the FSA ELA and did not meet one of the Good Cause exemptions, and shall address additional supports and services needed to remediate the deficiency.

Third grade students who are retained must be provided intensive interventions in reading to eliminate the specific reading deficiency, as identified by a valid and reliable diagnostic assessment. The intensive interventions must include: effective instructional practices; participation in the district's Summer Reading Camp; and appropriate teaching methodologies.

Each school district shall provide written notification to the parent of any third grade student who is retained that his or her child has not met the requirements for promotion and the reasons the child is not eligible for a Good Cause exemption. The notification must include a description of proposed interventions and supports that will be provided to the child.

The school district shall require a student portfolio to be completed for each retained third grade student.

Retained third grade students must be provided with intensive instructional services and supports to remediate the identified area of reading deficiency, including scientifically research-based reading instruction and other strategies, which may include, but are not limited to: integration of science and social studies content within the reading block; small group instruction; reduced teacher-student ratios; more frequent progress monitoring; tutoring or mentoring; transition classes containing 3rd and 4th grade students; extended school day, week, or year (summer reading camps).

Provide students who are retained with a highly effective teacher.

Retained third grade students who have received intensive instructional services who subsequently score Level 1 must be offered the option of being placed in a transitional instructional setting. Such a setting shall specifically be designed to produce learning gains sufficient to meet grade 4 performance standards while continuing to remediate the areas of reading deficiency.

EXEMPTION FOR GOOD CAUSE

GOOD CAUSE EXEMPTIONS FOR GRADE 3

The district school board may only exempt students from mandatory retention in grade 3 for Good Cause. Good Cause exemptions shall be limited to the following:

- Limited English proficient students who have had less than two years of instruction in an English for Speakers of Other Languages Program.
- Students with disabilities whose Individual Education Plan indicates that participation in FSA is not appropriate.
- Students who demonstrate an acceptable level of performance on an alternative standardized reading assessment approved by the State Board of Education. (SAT-10 alternative assessment/iReady reading).
- All grade 3 students new to the county or students who missed the reading portion of the FSA will be administered the alternative assessment prior to the end of the school year. All grade 3 students who scored Level 1 will also take the SAT-10 at the end of Summer Reading Camp.
- To promote a student using the SAT-10 as an alternative assessment for Good Cause ~~exemption~~ Promotion, the grade 3 student scoring at Level 1 Reading FSA must score at or above the 45th percentile on a parallel form of the SAT-10. The

SAT-10 may only be administered **TWO** times. The earliest the alternative assessment may be administered is following the receipt of the grade 3 student's Reading FSA scores or during the last two weeks of school, whichever occurs first, for student promotion purposes. The iReady scale score requirement for promotion is ~~Reading~~ a 535 or higher in reading.

- To promote a student by portfolio, there must be evidence of mastery of the third grade Florida State Standard Benchmarks for Language Arts **and** beginning mastery for fourth grade ~~L~~language ~~A~~arts. The portfolio **must** meet the following requirements:
    - be selected by the district student's teacher;
    - be an accurate picture of the student's ability and include only student work that has been independently produced in the classroom;
    - include evidence of mastery of the standards benchmarks assessed by the grade 3 Reading FSA ELA (2015);
    - include evidence of beginning mastery of grade 4 standards. Benchmarks that are assessed by the grade 4 Reading FSA (2015). This includes multiple choice, short text-based response, and extended response items and passages that are approximately 5060% literary text and 5040% information text, and are between 100-900 words with an average of 500 words. **For each benchmark, there must be three examples of mastery as demonstrated by a grade of "70%" or better;** and
    - be signed by the teacher and the principal as an accurate assessment of the required reading skills.
- Students with disabilities who participate in the FSA **and** who have an Individual Education Plan or a Section 504 Plan **that** reflects that the student has received the intensive remediation in reading for **more than two years** but still demonstrates a deficiency in reading and was previously retained in K, 1, 2, or 3.
- Students who have received the intensive remediation in reading **for two or more years**, but still demonstrate a deficiency in reading **and** who were previously retained in K-3 for a total of two years. Intensive reading instruction for students so promoted must include an altered instructional day based upon a monitoring plan (or Individual Education Plans for students with disabilities) that included specialized diagnostic information and specific reading strategies for each student. The District School Board shall assist schools and teachers to implement reading strategies that research has shown to be successful in improving reading among low performing readers.
- Students who have already been retained once in 3rd grade.

PRINCIPAL'S RESPONSIBILITY – GOOD CAUSE (F.S. 1008.25)

Requests for Good Cause exemptions for students from the mandatory retention requirement shall be made consistent with the following:

- Documentation shall be submitted from the student's teacher to the school principal that indicates that the promotion of the student is appropriate and is based upon the

student's academic record. In order to minimize paperwork requirements, such documentation shall consist only of the existing MTSS Plan, Individual Educational Plan, if applicable, report card, and student portfolio.

- The school principal shall review and discuss such recommendations with the teacher and make the determination as to whether the student should be promoted or retained. If the school principal determines that the student should be promoted based upon good cause guidelines, the principal should complete a good cause attestation form and send it to the District Reading Department. The student should be coded as promoted within the FOCUS Student Information System database.

PROMOTION (K-2, 4-6)

School personnel should utilize available resources to achieve parental understanding and cooperation regarding grade placement. **The final decision is the responsibility of the principal**.

A student may be considered for promotion, by the principal, to the next higher grade with the exception of mandatory retention for third grade. The following reasons shall be the determining factor when making this decision for promotion:

- Limited English proficient students who have had less than two years of instruction in an English for Speakers of Other Languages Program who have previously been retained at least one year in the grade grouping and are on a monitoring plan.
- Students with disabilities whose Individual Education Plan indicates that participation in State/District standardized testing is not appropriate.
- Students receiving intensive reading instruction for two or more years, mandatory retention in grade 3 and at least one additional year of retention but still has have a deficiency in reading.
    - If promoted under this exemption, intensive reading instruction must be provided the next year to include an altered instructional day based on an MTSS Plan (or Individual Education Plans for students with disabilities) that includes specialized diagnostic information and specific reading strategies.

Request for exemption from retention for any student (K-2 or 4-6) with continuing reading deficiencies must be consistent with the following:

- Documentation must be submitted by the student's teacher to the principal that indicates that the promotion of the student is appropriate and is based on the student's academic record. Such documentation can consist of the existing MTSS Plan, IEP, report card, student portfolio, or alternate testing and evaluations.
- The principal must review and discuss the recommendation with the teacher(s), school counselor and psychologist and determine promotion or retention. If the principal determines that the child is to be promoted, he/she will sign the report card and indicate **promoted**. A statement will be added to the report card stating

the data on which promotion is based.

For third grade students see Section on Mandatory Retention in Grade 3.

A student may be assigned by the principal, to the same grade grouping (K-3 or 4-6) even if the student has previously been retained in that grade grouping. Parents will be notified, in writing, of this placement.

Any student may be assigned at any time during the school year to a lower grade if the principal determines standards have not been met and the student will benefit from the placement. Parents will be notified of the special assignment, and it will be documented in the student's record.

Districts shall implement a policy for the mid-year promotion of any retained third grade student who can demonstrate that he or she is a successful and independent reader, reading at or above grade level, and ready to be promoted to grade 4. Reevaluating any retained third grade student may include subsequent assessments, alternative assessments, and portfolio reviews in accordance with rules of the State Board of Education. Students promoted during the school year after November 1 must demonstrate proficiency above that required to score at Level 2 on the grade 3 FSA as determined by the State Board. See Mid-Year Promotion.

The placement of a student to a higher grade which results in advancing a grade, or part of a grade, should be based on evidence that the child will benefit from the instructional program in the advanced grade. Parents will be notified of the placement, and it will be documented in the student's record.

The principal should receive input from the Exceptional Student Education student's Individual Education Plan or Educational Plan regarding the appropriateness of placement.

EXTENDED DAY PROGRAMS

DEFINITION

The definition for extended day programs includes academic tutoring programs during the regular school term. Elementary schools, within the district, may provide academic tutoring before or after school, Saturdays or other days that are not regular school days in addition to Summer Reading Camp. The purpose of the extended day program is to provide support for the students at risk of academic failure during the school term instead of waiting until the summer to provide remedial instruction.

The principal's approval to recommend the student for academic tutoring or Summer Reading Camp should be made on the basis of the student's need to meet the district and state levels of performance in reading and writing. Grade 3 students who score Level 1 on the Florida Standards Assessment will be targeted for Summer Reading Camp.

STUDENT ELIGIBILITY FOR ACADEMIC TUTORING AND SUMMER READING CAMP

Basic Education students, who were enrolled in Clay County Schools in the previous year, will qualify if they have a current monitoring plan or who meet individual school criteria for eligibility for available tutoring.

Students in grade 3, mandatorily retained, will be given the opportunity to attend Summer Reading Camp. The purpose of Summer Reading Camp is to provide intensive reading remediation and to provide retained students with an additional opportunity for promotion to fourth grade. The district policy for Summer Reading Camp attendance requires that students not miss more than two days of camp. In the event a student is absent more than two days he/she will be dropped from Summer Reading Camp and will not have the opportunity to take the SAT-10 test at the conclusion of camp. In addition, repeated tardy or late pick-up (three or more) may also result in the student being dropped from the Summer Reading Camp program. This attendance policy is in place to ensure that students are provided with maximum time for intensive instruction.

Students may make prior arrangements to take the SAT-10 at their district school on the last day of Summer Reading Camp if they are taking remedial instruction through a private program.

In addition to the above criteria Exceptional Student Education (ESE) students may qualify if the IEP team determines extended school year services are necessary.

English Language Learner (ELL) students are eligible.

Sixth grade students may attend summer school to remediate one course. A student can earn an additional promotion credit for promotional purposes through a state approved virtual instruction provider.

On a case by case basis Principals may determine whether previously retained, over-aged sixth graders may benefit by repeating one summer school course to be "conditionally promoted" to 7th grade where additional remediation must occur. (See Secondary PPP)

REQUIRED PROGRAM OF STUDY K-6

The required program of study for elementary students in Clay County District Schools reflects state and local requirements for Elementary Education, including but not limited to, the Florida State Standards.

SPECIAL PROGRAMS AVAILABLE

TITLE I BASIC READING AND MATHEMATICS ACADEMIC SERVICES

Title I is a federally funded program designed to supplement basic education in core curriculum area of reading, math, science, and writing in efforts to raise student achievement.

~~VIRTUAL SCHOOL (F.S. 1002.45)~~ (MOVED TO SECTION BEFORE ELL)

~~Clay Virtual Academy (CVA) is a school choice option for K-12 full and part-time students who reside in Clay County. Public, private or homeschool students may take classes with CVA. Students taking CVA for full time enrollment outside of Clay County must be released from their county of residence.~~

~~CVA offers full time/part time enrollment as a franchise of Connections and FLVS, but also offers other full time programs through Pasco County Virtual School and FLVS (full time and flex). Part-time classes are available for students in 6 grade for any student who wishes to take additional classes and for 4th and 5th grade students who qualify based on state assessments. Elementary students who enroll directly with FLVS/Connections Academy as a school choice option are no longer considered Clay County enrollees but may still participate in state test and extracurricular activities at their zoned schools.~~

~~Applications for CVA are accepted only during open enrollment periods listed on the CVA website, cva.oneclay.net. Applications are considered without regard to age, disability, race, national origin, religion, or gender. The application process is to ensure, as fair as possible, that students will be successful in their academic work. Acceptance to CVA at any other time than an open enrollment period is only under extenuating circumstances and require administrative and guidance school counselor approval. No students may enroll or exit after Survey 2 until semester.~~

~~CVA STUDENT CONTACT AND DROP POLICY~~

~~Students are required to follow a pace chart (secondary) or scheduler (elementary) the pace chart for each of their courses. Students should commit 5-6 hours per week to each virtual course. If a student does not stay on pace, they are considered absent based on pace/scheduler this pacing and/or lack of weekly work submissions. This can impact attendance and future enrollment in the school. If students do not maintain pace, working consecutively on required assignments, they will be withdrawn in the first 21 days of a course with no penalty. Even if a student is ahead of pace, weekly submission is required in each course. This is monitored closely by teachers and administration. If a student cannot independently succeed in the virtual setting, it is in the best interest of the student to attend a traditional school where daily monitoring and assistance in time management and task completion can occur.~~

~~Students have a 21 day grace period starting from the course activation date to drop a course. Students must be on pace in each course in the first 21 days with passing grades or they will be withdrawn from their course(s) at that point. Students who do this will be withdrawn without a grade NG. Students who withdraw after the 21 day period will be issued a W/P or W/F, and if over 50% complete, a failing grade. When students add courses, the educational suitability and availability of courses will be considered before an approval will be granted. Changes will only be considered in the first 21 days. If a student seeks to enter back into a class at their zoned school, class size caps established by the state~~

may disallow that change. After the 21 day grace period, the student may have to complete the course online. Administrators and guidance school counselors will interpret this.

VOLUNTARY PRE-KINDERGARTEN PROGRAM (VPK)

The free Voluntary Prekindergarten Program will be offered at selected school sites during the summer and during the regular school year. Parents must provide transportation. In order to be eligible, the parent/guardian must:

- Provide a certificate of eligibility from Episcopal Children's Services.
- Provide a registered birth certificate indicating the child will be four years old on or before September 1st of the year of participation in VPK. They must be eligible to enter Kindergarten in the fall following VPK.
- Provide a physical dated within one year of the school entry date. Exemptions will be granted on religious grounds upon receiving written request from parents/guardian stating objections to the examination (F.S. 1003.22). A homeless child as defined by F.S. 1003.01, shall be given temporary exemption for 30 days.
- Provide a valid DH 680 Florida Certificate of Immunization or DH 681 Florida Certificate of Religious Exemption for Immunization. This is the only document schools are permitted to accept as proof of immunization.
- Provide a Social Security Number (District request).

ENGLISH LANGUAGE LEARNERS (ELL) (MOVED TO SECTION BEFORE ESE)

The ELL ESOL Program is designed to meet the communication and academic needs of students whose native language is one other than English. These students will receive comprehensive instruction utilizing ELL strategies based on curriculum frameworks and guides that provide them equal access to appropriate instruction.

Placement

An ELL Committee, which is composed of the principal or designee, an ESOL/ELA teacher, a guidance school counselor, and any other personnel who may be responsible for the language instruction of the ELL, shall make recommendations concerning appropriate placement, along with the parent or guardian of the student being reviewed.

The program of study for English language learners is determined by the student's current level of English proficiency and academic potential as evidenced by transcripts, language screening, performance data, and/or age appropriate grade placement policies. (Rule 6A-6.904 F.A.C.)

Assessment

In accordance with federal mandates outlined in ESSA, all ELLs (K-12) must participate in the annual English language proficiency assessment ACCESS for ELLs in order to evaluate their progress in English language acquisition, and must also participate in statewide assessments, regardless of their Date of Entry.

Retention

Promotion or retention decisions will not be based solely on scores from any single assessment instrument. ELLs cannot be retained based on their lack of English proficiency alone. Retention of an English language learner is based on failure to meet requirements in reading, writing, science, social studies, and mathematics, based on:

- Academic performance and progress using assessment instruments in both English and their native language,
- Attendance, progress reports, and age of the student,
- Number of years the student has been enrolled in the ESOL program, and
- The student's current level of English language proficiency. (Rule 6A-1.09432 F. A. C.)

Exit Procedures

Students may be exited from the ESOL Program either by satisfying exit criteria or through the ELL committee, at which time they will remain on a monitored status for two four additional years.

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SECONDARY EDUCATION

ARTICULATED ACCELERATION

Articulated acceleration will serve either to shorten the length of time necessary for a student to complete the requirements associated with a postsecondary degree or to increase the depth of study available for a particular subject. This shall include, but shall not be limited to, the following:

- Dual Enrollment (DE) courses
- Advanced Placement (AP) courses
- International Baccalaureate (IB) courses and Preliminary IB courses
- Advanced International Certificate of Education (AICE)
- Virtual Education Options; including CVA and Florida Virtual School (FLVS)
- Industry Certifications that articulate to Post secondary credit as identified by the Florida Department of Education, Gold Articulation Agreements.

Schools will notify parents of students currently in/or entering high school of the opportunity and benefits of accelerated coursework.

It is the policy of the School District of Clay County to purchase tests for students who meet the following criteria involving AP, IB and AICE tests:

- A student must be enrolled in the course in order to be eligible to take the exam, except in the case of CAP for AP tests;
- The student must earn a "C" or higher in order for the school to purchase a test for that student, except in the case of CAP for AP tests;
- CAP students and home-schooled students who are not enrolled through Clay Virtual Academy but wish to take an exam may do so at a non-refundable fee (the cost of the test at that time). Checks must be made payable to the "School District of Clay County."

Dual Enrollment – Students, who qualify for Dual Enrollment may take certain college classes from specified institutions within the Florida Postsecondary Articulation Agreement and receive high school and college credit. These classes have no tuition fees and books are provided free of charge. This includes home school students who enroll through Clay Virtual Academy. Please contact your high school ~~guidance~~ counseling office for eligibility requirements and specific information. These courses may be taken either on or off the high school campus for credit. Courses taken on the college campus may be taken during the day or evening. Students may be released for the courses from the high school campus since these courses would be considered part of their daily schedule. Dual Enrollment courses shall not be combined with any other course.

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Early Admissions – Early admissions is a form of dual enrollment permitting high school students to enroll in college or career courses on a full-time basis. As with all dual enrollment programs, students earn both high school and college/career credits for courses completed. Career early admissions is a form of career dual enrollment through which eligible secondary students enroll full time in a career center or a Florida College System institution in postsecondary programs leading to industry certifications, as listed in the CAPE Postsecondary Industry Certification Funding List pursuant to s. 1008.44 (hyperlink added). These students are entitled under rule and law to all rights and privileges allowed for all seniors included, but not limited to, participation in class activities (i.e. grad night, prom, etc.), rank in class, and eligibility for class Valedictorian or Salutatorian.

ASSESSMENT EXEMPTION

A child with a medical complexity may be exempt from participating in statewide, standardized assessments, including FAA if based upon medical documentation from a physician that the student is medically fragile and needs intensive care due to a condition such as congenital disorder or acquired multi-system disease; has a severe neurological or cognitive disorder with marked functional impairment; or is technology dependent for activities of daily living and lacks the capacity to perform on an assessment. The student, if the IEP determines that the student qualifies, has the following options:

- One year exemption, if approved by the superintendent, from all statewide assessments.
- One to three year exemption, if approved by the superintendent, from all statewide assessments.
- Permanent exemption, if approved by the superintendent, from all statewide assessments.

~~ATTENDANCE~~ (MOVED TO SECTION BEFORE ELEMENTARY EDUCATION)

~~Florida Law (Section 1003.21, Florida Statutes) states that all children who are either six years of age, who will be six years old by February 1 of any school year, or who are older than six years of age but who have not attained the age of 16 years, must attend school regularly during the entire school term.~~

~~The "Every Student Succeeds Act" changes the focus of attendance. Instead of focusing on Truancy, the focus is narrowed to Chronic Absences. There has been a shift from punitive measures to preventive and supportive interventions. The process is driven by data which ensures accountability. A multi-tiered model of interventions should be established in each school. Tier one interventions should be implemented school-wide and can include contests, recognition of good/improved attendance etc. Tier two interventions are teacher/classroom based, and Tier three interventions are implemented by a multidisciplinary team. Once Tier one and Tier two interventions have been implemented for attendance without improvement, a referral should be made to the multidisciplinary team. The team should schedule a meeting with and obtain input from the teacher. The~~

parent and the student will be invited to the intervention meeting. The intervention team should have regular meetings. These meetings not only provide prevention and intervention, but follow-up meetings are held to check in on prior attendees. The goal of the team is to develop a plan to help the student become more successful by utilizing strategies specific to each student including, but not limited to:

- Changes in the learning environment
- Implementation of an incentive plan
- Mentoring
- Student/family counseling
- Tutoring
- Evaluation of credits, and alternative educational options
- Attendance contracts
- Agency referrals
- Remediation plan to help the student with make-up work

For the intervention plan to be successful, the plan must be achievable. If the team determines it is appropriate to accept make-up work for unexcused absences, the Principal or Designee will seek input from the team, including the teacher and make a final determination. The intervention plan and the student's response should be monitored. If the team has concerns, there should be discussion about what is working and what needs to be re-addressed. Referring the student for consequences should not be considered until all resources have been exhausted. The decision to proceed with a CINS petition or Referral to the Truancy Arbitration Program is a decision the intervention team will make when the members agree that a referral should be made.

HABITUAL TRUANCY

"Habitual truant" means a student who has 15 unexcused absences within 90 calendar days with or without the knowledge or consent of the student's parent, is subject to compulsory school attendance under s.1003.21(1) and (2) (a), and is not exempt under s.1003.21 (3) or s.1003.24, or by meeting the criteria for any other exemption specified by law or rules of the State Board of Education. Such a student must have been the subject of the activities specified in s.1003.26 and s.1003.27 (3), without resultant successful remediation of the truancy problem before being dealt with as a child in need of services.

Truancy Procedures: If a student has had at least five (5) unexcused absences, or absences for which the reasons are unknown, within a calendar month or 10 unexcused absences, or absences for which the reasons are unknown, within a 90-calendar day period, Tier 2 interventions should be implemented. If these are not successful, the primary teacher shall report to the school Principal or his or her designee that the student may be exhibiting a pattern of nonattendance. F.S.1003.26.

The multidisciplinary team shall be diligent in facilitation intervention services and shall report the child to the Superintendent only when all reasonable efforts to resolve non-attendance behavior are exhausted. F.S. 1003.23(1)(d).

- If the parent or guardian in charge of the student refuses to participate in the remedial strategies because he or she believes that those strategies are unnecessary or inappropriate, the parent or guardian in charge of the student may appeal to the school board. F.S.1003.26(1)(e)..
- If the board's final determination is that the strategies of the multidisciplinary Team are appropriate, and the parent or guardian in charge of the student still refuses to participate or cooperate, the Superintendent may seek criminal prosecution for non compliance with compulsory school attendance. s. 1003.26(1)(e), F.S
- If nonattendance continues after the implementation of intervention strategies, the Superintendent or designee shall file a CINS petition, defined in s.984.15, F.S. The school representative, a parent, law enforcement, a court, or the DJJ shall initiate a referral to a CINS provider or a case staffing committee established pursuant to s. 984.12, F.S., and procedures established by the district school board. The purpose of the referral to CINS is to secure prevention services for a habitually truant student and the family (F.S.1003.27(3). Prior to the filing of the CINS petition, reasonable time must be allowed to complete interventions to remedy conditions contributing to the truant behavior and must comply with the requirements of F.S.1003.26.

EXCUSED/UNEXCUSED ABSENCES

An absence from school under the following circumstances shall be considered excused:

- With permission – The absence was with the knowledge and consent of the principal of the school, which the student attends.
- Sickness, injury or other insurmountable condition – Attendance was impracticable or inadvisable on account of sickness or injury, or was impracticable because of some other stated insurmountable condition.
- Absence for religious instruction or holidays – A student with the written consent of his or her parent/guardian shall be excused from attendance in school on a particular day or days, or at a particular time of day, and shall be excused from any examination, study or work assignment at such time to participate in religious instruction, for observance of a religious holiday or because tenets of his or her religion forbid secular activity at such time. The principal shall reserve the right to refuse a student's request for released time, if according to the provisions of the district's student progression plan:
    - The student is not enrolled in sufficient courses to allow for the student's promotion or graduation, and thus the released time would not be equivalent to an optional period.
    - The student's grades/academic progress is insufficient to allow for the student's promotion or graduation. Absences approved for religious reasons do not affect perfect attendance.
- Absences due to head lice will be excused, up to 2 days per incident and for a total of 10 days per school year. After a student has accumulated 10 excused absences

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due to head lice during a school year, further absences due to head lice will be considered unexcused. Unusual circumstances may be addressed by the principal to go beyond these 10 days for excused absences.

It is the responsibility of the parent/guardian to provide a written statement to the school explaining the absence within three (3) school days following the return of the student to school.

If a student is continually sick and repeatedly absent from school, he or she must be under the supervision of a physician in order to receive an excuse from attendance. Such excuse provides that a student's condition justifies absence for more than 5 days per grading period/10 days per semester/20 days per year. The principal of the school shall determine when it is necessary to require a physician's statement from the student's medical provider and required the parent/guardian to provide a copy to their child's school within a reasonable period of time as determined by the principal or designee.

An absence from school under the following circumstances may be considered unexcused:

- The absence was without the parent/guardian's knowledge, consent or connivance.
- Permission for the absence was requested but denied by the principal of the student's school.
- No written statement of the absence from the parent/guardian has been received by the school explaining the reason for the absence within three (3) school days following the return of the student to schools.

The principal has administrative discretion in cases of excessive absences to reject a written note and consider the absence as unexcused when absences are seriously impacting academic progress, with the exception of sickness, injury or insurmountable conditions.

Accumulated unexcused tardy and early departure time equivalent to one full school day may be counted as one unexcused absence in the total number of unexcused absences required for possible legal action.

Missed instructional time due to tardiness and early departures shall be accumulated as excused or unexcused using the same policies as for absent days.

Pertaining to children of military families, students may receive 5 excused days when the absences are due to a parent/guardian leaving for active duty, on leave from active duty or returning from deployment (FS-1000.36).

In no instance will an academic penalty be used for a "Code of Conduct" violation.

Attendance for Clay Virtual Academy students will be documented as follows:

- Students in grades K-5 must log in each school day;
- Students in grades 6-12 must follow their pace chart and be on pace;

- ~~Any day a K-5 student does not log in is considered an absence unless otherwise approved by a CVA administrator or guidance school counselor;~~
- ~~Any week a 6-12 student completes less than their pace chart % of the coursework, an absence equal to the percentage below 5 will be documented unless otherwise approved by a CVA administrator or designee.~~

~~**Perfect Attendance is awarded to students that have been neither absent or tardy.** Perfect attendance will be awarded to those students who have been present in school every day, with **no absences or tardies**. If a student is not in attendance for half of the school day he/she would be considered as absent for purposes of "perfect attendance". If a student is checked out after 10:00 a.m. they are considered present and "perfect attendance" is not affected. (SDCC Policy 4.02 G) Clay Virtual Academy students are not eligible for perfect attendance.~~

BRIGHT FUTURES SCHOLARSHIP PROGRAM

The "Bright Futures Scholarship Program" is intended to reward any Florida high school graduate who merits recognition of high academic achievement and who enrolls in an eligible Florida public or private post-secondary educational institution within 3 years of high school graduation. If a student enlists directly into the military after graduation, the 3-year period begins upon date of separation of active duty. If a student has a full-time religious or service obligation lasting at least 18 months, the two-year eligibility period for an initial award and the five-year period for renewal begin upon completion of the obligation. The "Bright Futures Scholarship Program" is the umbrella program for state-funded scholarships based on academic achievement in high school that were formerly provided through such programs as the "Florida Academic Scholars" and "Gold Seal Programs". High school ~~guidance~~ counseling departments can provide specific details about meeting the program's criteria. The following information covers the basic components of the "Bright Futures Scholarship Program":

- 4-Levels of scholarship awards – ; Florida Academic Scholars (FAS); Florida Medallion Scholars (FMS); Florida Gold Seal Vocational Scholars (GSV); Florida Gold Seal CAPE Scholars (GSC)
- For all 4 awards, the student must earn a Florida high school diploma and meet the requirements for the specific award.
- Each award has its own academic requirements, award amounts and funding length. A student may receive funding for only one award with the highest award earned being selected.
- Earn the 16 core credits
- Achieve the required Grade Point Average or Industry Certification depending on the level received.
- Achieve the required SAT, ACT or PERT test scores for the level received
- Perform required number of voluntary service hours based on the level received

More information about the Bright Futures program, along with other Florida scholarship opportunities, can be found at http://www.FloridaStudentFinancialAid.org.

~~VOLUNTARY~~ SERVICE HOURS MOVED FROM SECTION BEFORE "WEIGHTED GRADES"

~~Voluntary~~ Service Hours are required for all Bright Futures Scholarship Awards - Florida Academic Scholars, Florida Medallion Scholars, Gold Seal Vocational Scholars and Gold Seal CAPE Scholars : 100, 75 and 30 hours respectively. Students may begin logging and documenting ~~volunteer~~ service hours the summer before the student enters ninth grade. Service hours may include, but are not limited to, a business or governmental internship, work for a nonprofit community service organization, or activities on behalf of a candidate for public office. These service hours are not a Florida or school district requirement for graduation with a standard high school diploma.

For student who are attempting to receive school community service hours for an activity, below are the district guidelines:

- ~~Volunteer s~~Service is defined as "assisting where needed in a social issue where the student's service directly addresses a need in the school or community in areas such as health, education, environment, public safety, etc.;
- ~~Volunteer s~~Service activities should receive prior approval from the school's designated high school personnel (typically, the student's high school counselor) to ensure that credit will be awarded to the student;
- Activities performed at school should be designed to meet greater needs in the areas of health, education, environment, or public safety identified within the school. The benefits of the activities should be extended to individuals or families in need, not to the student's own family;
- ~~Volunteer s~~Service activities must be unpaid. The student must not be compensated with money, goods, or services for their time;
- ~~Volunteer s~~Service activities must be rendered for "not-for-profit" organizations or agencies;
- The student may engage in direct, indirect, or advocacy service activities. Definitions and examples of those activities are:
    - "Direct Service" involves face-to-face contact with service recipients. Examples include tutoring other students, serving meals at a homeless shelter or working with the elderly in a nursing home;
    - "Indirect Service" involves performing a service without having face-to-face contact with the recipients. Usually, resources are channeled to or through an organization to help alleviate a problem. Examples include food and clothing drives, marathons, fundraisers, or environmental projects;
    - "Advocacy" involves educating others about a particular social problem with a goal of eliminating the cause of that problem. Examples include writing letters to legislators or editors, preparing and displaying posters to an identified audience, writing and performing informative plays, or creating educational materials for other target groups;

- Hours spent in ~~volunteer~~ service activities must be verified by a site supervisor. The appropriate documentation on business letterhead must be signed by the site supervisor. Business letterhead can also be attached to the completed Clay County Volunteer Service Documentation Form;

Activities that **MAY NOT** be approved include, but are not limited to, the following:

- Any activity that violates federal or state laws, which prohibit discrimination on the basis or face, creed, sex, age, color, national origin, marital status, sexual orientation, or disability;
- Co-curricular activities that are course requirements;
- Hours submitted after graduation;
- Fostering of animals in a location other than the shelter associated with a government agency or non-profit organization;
- Any activity whose main purpose is to increase the amount of revenue for a private, for-profit business or to generate new revenue for that business;
- Any activity that replaced a paid staff worker of the agency or institution that the student volunteers with;
- Any activity rendered as a prerequisite for future student employment;
- Any activity that is performed as a result of disciplinary action taken by the school or courts;
- Any activity whose main purpose is to help prepare and/or participate in the performance of a religious service or religious educational activity ***UNLESS*** the hours are spent addressing a social problem (examples may include: Habitat for Humanity, ~~A~~a community-wide summer ~~V~~vacation Bible ~~S~~school, etc.);
- Attendance at self-improvement workshops or conferences;
- Participation as an athlete in school sponsored athletics;
- Participation as an assistant or trainer at a school-based sports training camp;
- Participation in regularly scheduled school drama, band, or chorus performances, festivals, or competitions.

CALCULATING GRADES AND GRADE POINT AVERAGE

Semester grades will be calculated by multiplying each quarter (9-weeks) numeric grade by .45 (45%), multiplying the semester exam by .10 (10%), and adding the products together. For semester courses, a final average of "60" and above equals ½ credit. Courses that have "End-of-Course" (EOC) exams will receive full credit at the conclusion and then have the GPA calculated. For athletic purposes, the semester grades will be calculated to determine eligibility status.

The District will maintain a one-half credit earned system including full-year courses with credits posted after each semester. For year-long courses, if a student fails one semester, but passes the other semester with a high enough grade to achieve a passing average for the year, the student will receive a full credit (1) for the course. For courses that require an "End-of-Course" assessment which is 30% of the final grade, the District will determine the calculations and disseminate to the schools. The primary responsibility for assigning grades rests with the teacher with final approval of the Principal. Parents and students are

urged to contact the school about this calculation. Please see the section on "Graduation Options" for more information about EOC's and diplomas.

In calculating GPA for graduation and athletic eligibility purposes, all courses taken must be used in determining the final GPA. This calculation includes all virtual courses taken. "WP" and "WF" indicators in virtual courses are not counted in the GPA calculations. Quality points are assigned ~~by~~ for each ~~semester average~~ full credit course on a scale of ~~(~~A = 4, B = 3, C = 2, D = 1, F = 0~~)~~. Quality points are assigned for one-half credit courses on a scale of A=2, B=1.5, C=1, D=0.5, F=0. Students must have a 2.0 GPA on a 4.0 scale in order to meet graduation requirements and receive a "Standard," "Scholar," or "Merit" diploma. All credit-earning courses taken in grades 7-12 and through virtual programs will count in the cumulative GPA calculations. For purpose of class rank only credit earning courses taken in grades 9-12 and through virtual programs during those years will be counted. Courses in which "grade forgiveness" policies have been applied are exempt.

All courses designated as "Honors," (this includes "Pre-AICE and Pre-IB") will be weighted as "4.5" on the weig ht scale for Clay County schools. "Level 3" Career and Technical Education courses will be weighted on a "4.5" basis. Courses designated as "Dual Enrollment, Advanced Placement, AICE and International Baccalaureate" will be weighted at "5.0."

~~CLAY VIRTUAL ACADEMY~~ (MOVED TO SECTION BEFORE ELL)

~~Clay Virtual Academy (CVA) is a school choice option for K-12 full and part-time students who reside in Clay County. Public, private or homeschool students may take classes with CVA. Students taking CVA for full time enrollment outside of Clay County must be released from their county of residence.~~

~~CVA offers full time/part-time enrollment as a franchise of Florida Virtual School (FLVS), but also offers other full time programs through other providers (local districts, virtual charter schools, and/or FLVS full time and flex). Part time classes are available for students in 6 grade for any student who wishes to take additional classes and for 4th and 5th grade students who qualify based on state assessments. Students may opt to take 7th or 8th period courses through Clay Virtual Academy (a franchise of FLVS) or FLVS for acceleration, original credit or grade forgiveness. For more information please see your guidance school counselor or cva.oneclay.net.~~

~~Secondary students who enroll directly with FLVS/Connections Academy as a school choice option are no longer considered Clay County enrollees but may still participate in state test and extracurricular activities at their zoned schools.~~

~~Clay Virtual Academy is a school of choice and may not be able to accommodate all students.~~

- ~~Clay County shall not deny access to any District approved online courses assuming that the desired online course(s) is an appropriate course placement based on the~~

students' academic history, grade level, ability level and age appropriateness. This program is available to full-time and/or part-time students in virtual courses in 6-12 (F.S.1002.45); (inserted hyperlink)

- CVA offers numerous courses during the school year, including Honors courses and Advanced Placement (AP) courses. CVA course grades are accepted for credit and are transferable. CVA is considered part of the Clay County school system and has accreditation status AdvancEd and the courses are approved by the NCAA;
- The student may participate at their zoned school's graduation if at the time of enrollment during their senior year they are in good standing with the zoned school. Any student recommended for an alternative educational setting for disciplinary reasons may not participate in the commencement exercises at their zoned school; including students who enroll at CVA in lieu of the recommended alternative educational setting.

Applications for CVA are accepted only during open enrollment periods listed on the CVA website, cva.oneclay.net. Applications are considered without regard to age, disability, race, national origin, religion, or gender. The application process is to ensure, as far as possible, that students will be successful in their academic work. Acceptance to CVA at any other time than an open enrollment period is only under extenuating circumstances and requires administrative and guidance school counselor approval. No students may enroll or exit after Survey 2 until semester, nor after Survey 3.

STUDENT CONTACT AND DROP POLICY

Students are required to follow a pace chart (secondary) or scheduler (elementary) the pace chart for each of their courses. Students should commit 5-6 hours per week to each virtual course. If a student does not stay on pace, they are considered absent based on pace/scheduler this pacing and/or lack of weekly work submissions. This can impact attendance and future enrollment in the school. If students do not maintain pace, working consecutively on required assignments, they will be withdrawn in the first 21 days of a course with no penalty. Even if a student is ahead of pace, weekly submission is required in each course. This is monitored closely by teachers and administration. If a student cannot independently succeed in the virtual setting, it is in the best interest of the student to attend a traditional school where daily monitoring and assistance in time management and task completion can occur.

Students have a 21 day grace period starting from the course activation date to drop a course. Students must be on pace in each course in the first 21 days with passing grades or they will be withdrawn from their course(s) at that point. Students who do this will be withdrawn without a grade NG. Students who withdraw after the 21 day period will be issued a W/P or W/F, and if over 50% complete, a failing grade. When students add courses, the educational suitability and availability of courses will be considered before an approval will be granted. Changes will only be considered in the first 21 days. If a student seeks to enter back into a class at their zoned school, class size caps established by the state may disallow that change. After the 21 day grace period, the student may have to complete the course online. Administrators and guidance school counselors will interpret this.

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COLLEGE READY TEST SCORES

The State of Florida launched the College and Career Readiness Initiative to improve student readiness for postsecondary education and promote success after high school graduation. Students are considered "college ready" or prepared to enter college credit coursework when they meet the state defined cut scores on approved common placement tests, per State Board Rule, 6A-10.0315. The goals of this legislation are to: 1) increase the number and percentage of students who graduate from high school ready for college credit coursework; 2) better communicate with 11th grade students and their parents the requirements of college entry, and; 3) to provide students, whose test scores in reading, writing and/or mathematics indicate deficiencies in critical skills, an opportunity to attain the needed competencies during the 12th grade year prior to high school graduation.

ACT Reading 19 & English 17 Math 19
SAT ~~Verbal 440~~ ~~Math 440~~ Reading Test-24 & Writing and Language Test- 25 Math Test- 24
PERT Reading 106 Writing 103 Math 114

CORRESPONDENCE COURSES

Credit by "correspondence courses" shall not be accepted unless transferred in as part of an official transcript from another accredited school or district. Credit used for this type of course through a state or regionally accredited school is required to be accepted at face value Acceptable nationally recognized accreditation organization.

~~COURSE SEQUENCING/~~JUNIOR HIGH SCHOOL COURSE SEQUENCING~~/JUNIOR HIGH SCHOOL~~

Students are ~~generally~~ required to enroll in a full year of mathematics, language arts, science, social studies and at least one semester of physical education~~s~~ (per F.S. 1003.455) courses in grades 7 and 8. (Please see the section entitled "Physical Education" to obtain more information on the P.E. waiver.) The core courses mentioned above are offered at various levels with the school making recommendations on the placement of the

student. Unless students receive the P.E. waiver, they will have P.E. and an elective during the school day. Students may choose from a Career and Technical Education course and/or a ~~V~~visual and ~~P~~performing ~~A~~arts course for their elective.

Social ~~S~~studies at the ~~J~~junior ~~H~~high level includes a ~~C~~civics course which has an EOC attached to the course counting for 30% of the students' final grade. In addition, the student must pass the course in order to eventually be promoted to the 9th grade. The U.S. History course will include Florida History, the Declaration of Independence content and its relationship to our government, the Federalist ~~p~~Papers, and the U.S. Constitution.
Junior ~~H~~high students taking ~~A~~algebra and ~~G~~geometry will have an End of Course Exam (EOC) in addition to the ~~7th grade~~ Civics EOC. Courses requiring an EOC exam will have state mandated rules attached. Algebra I, ~~G~~geometry and Civics EOC exam results account for 30% of the students' overall grade. Students in ~~J~~junior ~~H~~high must pass the course with a "60" or above in order to receive the credit and be promoted. Students will have several opportunities to take the exam in order to receive the passing score.

Students in 7th and 8th grade may enroll in high school credit earning courses approved by the District. This enables the student to earn high school credits as well as meeting the junior high school promotional requirements. Clay Virtual Academy offers accelerated courses for qualified students that may allow ~~J~~junior ~~H~~high students to accelerate into ~~H~~high ~~S~~school math, science, computers and business skills and/or foreign language credits. Common courses approved by the District for high school credit are: Algebra 1, ~~G~~geometry, Spanish, ~~Digital Information Technology (*The focus of this course is to teach students the "Microsoft Office Suite" software which will prove to be valuable to students whether or not they choose to take business classes in the future. Students must score a "Level 3" or higher on the 7th grade "Reading FSA" and possess proficient keyboarding skills to be eligible.*)~~ and Agricultural Foundations. Please see the Master Schedule Guidelines for prerequisites for the CTE high school credit earning courses taught at the junior high school. Digital Information Technology will count towards the ~~F~~fine ~~A~~arts /~~P~~practical ~~A~~arts graduation requirements and is a full-year course. These courses will be offered based on demand and teacher availability. Students and parents should check with their assigned school about other credit earning courses.

COURSE SUBSTITUTIONS

For a complete list of secondary course substitutions, see the FLDOE Secondary Student Progression FAQs, Career and Technical Education (CTE) Course Substitutions and Course Code Directory.

Interscholastic Sport(s), Fine Arts, and Reserve Officer Training Corps (F.S. 1003.428)

- Participation in an interscholastic sport, at the varsity or junior varsity level, for two full seasons will satisfy the one credit physical education requirement.
- Completion of one semester with a grade of "C" or better in a marching band class, physical activity class that requires participation in marching band activities as an

extracurricular activity or in a dance class will satisfy one-half credit in physical education or one-half credit in performing arts.
    - This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an IEP or 504 plan.
- Completion of two years in a Reserve Officer Training Corps class (including a significant component of drills) will satisfy the one credit requirement in physical education and the one credit requirement in performing arts.
    - This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an IEP or 504 plan.

Career and Technical Education

Students may substitute up to two credits in each of the non-elective core subject areas of English, mathematics, and science as provided for in the Course Code Directory (CCD). Career and Technical Education earnings that are used as substitution credits in one subject area may not be used as a substitute for any other subject area. Career and Technical Education substitutions and approved Industry Certifications substituting for math and science credits will not count toward state university system admission requirements.

Military Training

Students may be granted up to one elective credit toward graduation for successful completion of military basic training (pass/fail) during the summer between the 11th and 12th grades provided the student is officially enrolled in one of the approved National Guard or military reserve sponsored "Split Training Option" programs. Credit would be granted under the appropriate Junior ROTC course listing in the "State Course code Directory" or other courses specifically designed to cover this program that may be added to the "Directory" by the DOE.

Local schools, with the approval of the Superintendent, may offer course substitutions as provided for in the Course Code Directory.

Local schools, with the approval of the Superintendent, may modify course delivery procedures to include extensive student involvement in field interpretations and studies outside the regular classroom. In all cases, total classroom and "field" time will equal the number of contact hours required to earn credit as well as providing for demonstrated mastery of student performance standards for each course. In the case of courses under the District Dropout Prevention Plan, course modifications as allowed by SBE Rule and Performance-Based programs, will be allowed for credit.

CREDIT ACCELERATION PROGRAM (CAP)

The Credit Acceleration Program (CAP) authorizes secondary students to earn high school credit in a course that requires a "End-of-Course" (EOC) exam, an Advanced Placement (AP) Examination, or a College Level Examination Program (CLEP) without having to actually be enrolled in the course(s). A student may earn high school credit in Algebra I, ~~G~~geometry, U.S. History or Biology I if the student passes the statewide,

standardized EOC without the requirement of enrolling in or completing the course. Students are eligible to take the EOC each time that it is offered by the state. Students are responsible for the expense of the AP or CLEP test itself and possible administrative costs.

The requirements and eligibility process to participate in the CAP program are:

- The EOC will be administered only at the times established by the state assessment calendar;
- The score necessary to earn the credit will be determined by the state;
- Only credit (no grade) will be earned by meeting the passing score on the EOC;
- The parent/student must notify the school counselor or Principal in writing in a timely manner regarding their desire to participate in the CAP process;
- Students/parents must supply evidence that they are prepared to sit for the assessment or that there is reasonable justification for the request. This evidence includes, but is not limited to, previous FCAT/FSA scores, assessment, and grades earned in recent EOC associated courses;
- Obtain the Principal's approval to take the EOC/AP/CLEP test ;
- If a student takes the EOC and does not earn credit, the student will not be eligible to apply for further CAP testing for the same course until additional preparation has been documented and approved by the school officials.

DROPPING/TRANSFERRING FROM HONORS OR ADVANCED COURSES

If a student is enrolled in an honors or AP full-credit course, the student may only drop the course within the first ten class meetings, or he/she may NOT drop the course until the end of the semester and only if the following conditions exist:

- Grade of D or F,
- Completion of a parent conference during each grading period,
- Demonstration of the student seeking consistent academic assistance, and
- Space available in a comparable course.

If a student is enrolled in an honors or AP half-credit course, the student may only drop the course after the end of the first nine weeks grading period and only if the following conditions exist:

- Grade of D or F,
- Completion of a parent conference during each grading period,
- Demonstration of the student seeking consistent academic assistance, and
- Space available in a comparable course.

Withdrawing from an honors or AP course is denoted with the WP or WF designation, but cannot be done until after the midpoint of the course. In the case of extenuating circumstances, a petition may be made on a case-by-case basis to the principal (or designee) for review of criteria to ensure proper course placement.

After 21 days, the grade earned in the honors/AP class follows the student to the next course, but teachers have flexibility to adjust the transfer grade based on demonstrated mastery of standards in the new course. *Note – withdrawing from dual enrollment courses is governed by the college deadlines, not school policy.*

END-OF-COURSE (EOC) EXAMS

Some courses require "End-of-Course" (EOC) exams as determined by state legislation. The Algebra 1 EOC is 30% of the students' overall grade and MUST PASS to meet the ~~graduation~~ diploma requirements. Students, who score a Level 1 or 2 on the Algebra I EOC, may be enrolled in and complete an intensive remedial course the following year or be placed in a content area course that includes remediation of skills not acquired by the student. EOC's are also required in junior high Civics ~~(7th grade – 30% of the students' overall grade)~~, Geometry ~~(30% of the overall grade for "Standard," "Scholar" and "Merit" diplomas)~~, Biology ~~(30% for "Standard" and "Merit" diplomas; MUST PASS and 30% for "Scholar" diploma students);~~ and U.S. History ~~(30% for "Standard" and "Merit" diplomas; MUST PASS and 30% for "Scholar" diploma students)~~. EOC scores count as 30% of the final grade and may be required to receive the "Scholar" diploma designation. Please see the ~~"~~Florida Graduation ~~Chart"~~ Requirements for ~~more information on graduation requirements~~ the full list of requirements. The District and school distributes information about EOC requirements, testing information and resources each year. Students in ~~J~~junior ~~H~~high taking a course requiring an EOC will not participate in the statewide standardized assessment for that subject.

For ~~J~~junior ~~H~~high students taking Civics, the EOC constitutes 30% of their grade. If a student transfers into a Florida public school after the beginning of the second semester of their 8th grade year, the student is exempt from the Civics requirement if:

- The student transcript documents passing three ~~S~~social ~~S~~studies courses.
- Or two year-long courses in ~~S~~social ~~S~~studies that include coverage of ~~C~~civics education.

Students may take an EOC during the regular administration of the test in order to receive credit for the course once the state establishes the passing score(s). This can occur even without being enrolled in or completing the entire course (see information on CAP). Students in grades K-12 are eligible under the CAP. Home education students will not take the EOC unless the student's parent chooses to use the EOC for the annual evaluation required by the school district as specified in section 1002.41 Florida Statutes. Homeschool parents should consult with Clay Virtual Academy about EOC's. Students enrolled in Florida Virtual School and Clay Virtual Academy must take all required EOC's.

Concerning students who transfer into Clay County from out of the country, out-of-state, a private school, or a home school, with a transcript that shows credit received in Algebra 1 or an EOC required course under the "Scholar" diploma status.

The transfer student is required to take:

- The Algebra 1 EOC assessment if the student is entering grade 9 and the transcript does not indicate a passing/proficient score on a statewide, standardized EOC assessment in Algebra 1 or on the high school statewide assessment in mathematics required by the state from which the student transferred for purposes of satisfying the requirements of the Elementary and Secondary Education Act. After taking the Algebra I EOC at least one time, the student can satisfy the Algebra I EOC graduation requirement by achieving ~~a score of "97" on the PERT~~ a comparable concordant score (see Florida Graduation Assessment Requirements).

- The Biology, Geometry, and U.S. History EOCs – for "Scholar" diploma students only – if the student entered grade 9 in 2013-14 or thereafter and the transcript does not indicate a passing/proficient score on a statewide, standardized EOC assessment in that course.

Florida private school students do not participate in the statewide assessments because these assessments exist to meet federal and state assessment accountability requirements for Florida public schools. Private school students who transfer into a Florida public school, however, must achieve a passing score on the Algebra 1 EOC at some point and the Biology, Geometry, and U.S. History EOC if seeking a "Scholar" diploma. Students will have several opportunities to take these assessments. The School District will distribute information about the EOC's and graduation requirements to the private schools on a yearly basis. Public school students attending private schools through the use of a school choice scholarship, such as the McKay Scholarship, may take the EOC assessments.

Students enrolled in accelerated courses (AP, IB, AICE, DE) leading to college credit are not required to participate in the EOC assessment. However, to meet the Scholar Diploma requirement in Biology and US History, all AP, AICE, and IB students must pass their respective tests or the EOC assessment.

~~ENGLISH LANGUAGE LEARNERS (ELL)~~ MOVED TO SECTION BEFORE ESE

~~The ELL Program is designed to meet the communication and academic needs of students whose native language is one other than English. These students will receive comprehensive instruction utilizing ELL strategies based on curriculum frameworks and guides that provide them equal access to appropriate instruction.~~

~~**Placement**~~

~~An ELL Committee, which is composed of the principal or designee, an ESOL/ELA teacher, a guidance school counselor, and any other personnel who may be responsible for the language instruction of the ELL, shall make recommendations concerning appropriate~~

~~placement, along with the parent or guardian of the student being reviewed.~~
~~The program of study for English language learners is determined by the student's current level of English proficiency and academic potential as evidenced by transcripts, language screening, performance data, and/or age appropriate grade placement policies. (Rule 6A-6.904 F.A.C.)~~

~~**Assessment**~~
~~In accordance with federal mandates outlined in ESSA, all ELLs (K-12) must participate in the annual English language proficiency assessment in order to evaluate their progress in English language acquisition, and must also participate in statewide assessments, regardless of their Date of Entry.~~

~~**Retention**~~
~~Promotion or retention decisions will not be based solely on scores from any single assessment instrument. ELLs cannot be retained based on their lack of English proficiency alone. Retention of an English language learner is based on failure to meet requirements in reading, writing, science, social studies, and mathematics, based on:~~

- ~~Academic performance and progress using assessment instruments in both English and their native language,~~
- ~~Attendance, progress reports, and age of the student,~~
- ~~Number of years the student has been enrolled in the ESOL program, and~~
- ~~The student's current level of English language proficiency. (Rule 6A-1.09432 F. A. C.)~~

~~**Exit Procedures**~~
~~Students may be exited from the ESOL Program either by satisfying exit criteria or through the ELL committee, at which time they will remain on a monitored status for two additional years.~~

FLORIDA SEAL OF BILITERACY

Students who attain a high level of competency in listening, speaking, reading and writing on one or more world languages, in addition to English, will be eligible for the "Gold" or "Silver" Seal of Biliteracy award. This level of attainment will then be denoted on the student's diploma and transcript.

The purpose for recognizing students attainment of this proficiency is to: encourage students to study ~~for~~ world languages; provide employers with a method of identifying an individual with biliteracy skills who is seeking employment; provide a postsecondary institution with a method of recognizing an applicant with biliteracy skills who is seeking admissions to the postsecondary institution; affirm the value of diversity, honor multiple cultures and languages, and strengthen the relationships between cultures in a community. Students should consult with their school counselors in order to learn more about the standards of each level.

A. Silver Seal of Biliteracy
   - earn four foreign language course credits in the same foreign language with a cumulative 3.0 GPA or higher on a 4.0 scale, and
   - earn a 3 or higher on the English Language Arts/FSA assessment

B. Gold Seal of Biliteracy
   - earn four foreign language course credits in the same foreign language with a cumulative 3.0 GPA or higher on a 4.0 scale, and
   - earn a 4 or higher on the English Language Arts/FSA assessment

In the event that the student was not able to complete 4 years of a World Language for high school credit, there are other assessment and portfolio options that may be used to fulfill the ~~course~~ award requirements. Students should consult with their school counselors in order to learn more about the standards, additional exam options, and performance of each level.

FOREIGN EXCHANGE STUDENT GUIDELINES

Only those organizations operating international exchange programs at the high school level that are members in good standing of the "Council on Standards for International Educational Travel" (CSIET) will be allowed to place students in Clay County public schools. At no time will the number of exchange students allowed in a high school exceed one-fourth (1/4) of one percent of the total school population or more than five (5) from one organization. This provision may be waived with approval of the Superintendent of Schools or their designee upon the written request of the school principal. It is up to the school principal to determine the number of students allowed from each sponsoring organization, but unless requested, current federal regulations limit the number per organization to five (5). All organizations or host families must have foreign exchange students registered with their respective schools no later than five (5) calendar weeks prior to the start of school for student each year

Under the standards prescribed by CSIET, the following policies must be met by the host family and the exchange program prior to enrolling:

- Written acceptance by the school principal or their designee prior to a host family being designated;
- Specific information must be provided to the school. This includes academic records translated into English, the number of years completed prior to arrival and the years required in the home country to complete secondary school;
- The level of the student's English language proficiency, based on test scores from the ELTIS, must be provided to the District/School. If the student does not meet the minimum score requirement (218), the student will not be placed in a Clay County school. It is the goal of the District to make sure foreign exchange students have sufficient command of the English language to enable the student to function well in an English-speaking academic and community environment; appropriate background information and expectations regarding school experience;
- The student must not have completed more than 11 years of primary and secondary

education exclusive of kindergarten;

- ~~The student will be classified as a junior and must successfully complete/pass a minimum of six subjects in order to participate in graduation.~~ Foreign exchange students who have received a high school diploma, or its equivalent, in their home country are not eligible to be foreign exchange students in the District.
- All exchange students will be required to take ~~American~~ U.S. History, English III (American Literature), ~~American~~ U.S. Government, Economics, and a minimum of 3 electives. The only exception to the required courses will be if the home country required a specific curriculum for a student in a specific grade and the local school can reasonably meet the student's course needs. Written documentation of this requirement must be included as part of the student's records;
- ~~Driver's Education, if offered at the school, will not be allowed as a course for exchange students;~~
- Foreign exchange students are subject to all school and district rules and regulations per the Clay County Code of Conduct.
- Foreign exchange students at no time will receive a Clay County diploma of any type nor participate in graduation ceremonies. They will be awarded a special certificate certifying that they successfully completed the course of study for exchange students as prescribed by the School District of Clay County. These students will not take the FSA or other assessments that may be prescribed by the DOE since they will not be awarded a standard diploma.
- Exchange students will be limited to a one-year program or, if approved by the principal, a semester.
- Exchange students entering into Clay County high schools through immigration status require a J-1 Visa. To get a J-1 Visa the student must be in an accepted foreign exchange program.
- A foreign exchange student may only register at the appropriate high school that shall be designated as the school within the regular school attendance zone of the host family's residence.
- A foreign exchange student may be eligible to participate in sports and activities provided they meet Florida High School Athletic Association (FHSAA) rules and policies.

GRADE FORGIVENESS "D" AND "F"

Students in grades 9-12 may retake a course in which they earned a "D" or "F." The higher grade earned will be used in computing their GPA. This is to allow a student whose GPA is less than 2.0 to improve their GPA in order to meet the minimum graduation requirement. The grade forgiveness policy for required courses is limited to replacing the grade of "D" or "F" with a grade of "C" or higher earned in the same or comparable course. Elective courses may replace the grade of "D" or "F" with a grade of "C" or higher in any elective course. Year-long electives will replace year-long electives; semester electives will replace semester electives. Junior High students taking high school credit earning courses may forgive grades of "C," "D," or "F." Once a "C" is earned through grade forgiveness, all previous attempts are forgiven and are not included in the student's GPA , but will remain listed on a student's official transcript.

GRADING SCALE

Florida Grading Scale for Grades 6-12 is:

Letter Grade	Progress	Numerical Equivalent	GPA Value (for a 1.0 credit course)
A	Outstanding	90-100	"4" point
B	Above Average	80-89	"3" point
C	Average Progress	70-79	"2" point
D	Below Average	60-69	"1" point
F	Failure	50-59	"0" point
I	Incomplete		

Students moving into Clay County shall have letter grades converted to numeric grades for averaging purposes. If a student cannot produce documentation, or if numeric grades cannot be obtained, the following conversions will be made:

Letter to Numeric Grade Conversions

A+ = 100	**A = 95**	**S = 80**
B+ = 89	**B = 85**	**N = 75**
C+ = 79	**C = 75**	**U = 59**
D+ = 69	**D = 65**	
	F = 55	

If the student has not enrolled in school, schools will use a zero for the numeric grade.

GRADUATION EXERCISES/DIPLOMAS

- Students who meet the requirements for a "Standard," "Scholar," "Merit," and "Certificate of Completion" shall be eligible to participate in graduation exercises, unless the District or local school rules dealing with discipline or rules relative to graduation exercise participation are violated. Any violation is subject to review by the school principal for determination of outcome. Students, who fail to meet the minimum credits as prescribed by the School District of Clay County even

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though they have passed the state assessments, shall not participate in graduation exercises and shall not receive a "Certificate of Completion." Students eligible for a "Certificate of Completion" shall participate in graduation exercises. It is also District and State policy that eligible students are:

- Allowed to graduate prior to their cohorts (the 24-credit option and 18-credit ACCEL option);
- Students who graduate prior to their cohorts may continue to participate in school and social events and other specifically named events as part of the student's cohort, excluding athletics;
- Authorize eligible students who graduate from high school mid-year to receive a Bright Futures Scholarship award during the spring term.

During all phases of graduation exercises, including rehearsals, Baccalaureate and commencement, students participating will not be differentiated as to diploma or "Certificate of Completion" except as noted in programs used during scheduled exercises. Any reference made relative to the certification of students exiting high school during graduation exercises shall be limited to certification of the entire class. An example of wording or a statement that would be acceptable for use in the exercises would be, *"Seniors of the class of ____are now certified as graduates or have completed their high school course of study as prescribed by the School District of Clay County and the State of Florida."*

"Certificate of Completion" – Students who meet all credit requirements for graduation, but fail to meet a state assessment requirement AND/OR the required GPA for graduation may be awarded a "Certificate of Completion." Basic education students or students served under Section 504 of the "Rehabilitation Act of 1973" who receive a "Certificate of Completion," or are eligible to receive a "Certificate of Completion," may return to school for one additional year to meet all graduation requirements and receive a regular high school diploma. The awarding of a "Certificate of Completion" applies to students choosing the 24-credit option and the 18 credit ACCEL option. A student who has not completed all requirements for the three-year option, including earning passing scores on the state assessments and achieving the required GPA, must be required to meet the 24-credit option and must attend high school for a fourth year.

It is the District's policy that in order for a student to receive a diploma from the school in which they attended during their senior year, they must complete all requirements prior to the end of the summer school session. If the requirements are met after the beginning of school for the next year that student will receive an "Adult High School Diploma."

GRADUATION OPTIONS

In July 2017, the Legislature amended laws related to the high school graduation requirements. Students entering grade nine in the 2014-2015 school year and forward have several diploma options (Florida Standard Diploma Requirements). They are:

- **24-credit Standard option (with "Scholar" and/or "Merit Designations)**
- **18-credit Academically Challenging Curriculum to Enhance Learning (ACCEL) option**
- **International Baccalaureate (IB) Diploma curriculum**
- **Advanced International Certificate of Education (AICE) curriculum**

All of these graduation options include opportunities to take rigorous academic courses designed to prepare students for their future academic and career choices. Students may change their selection of program options (24 credit and 18 credit ACCEL options) at any time during grades 9-12. Please refer to the "Graduation Requirement" charts in order to compare programs and the criteria for each type diploma.

A few points to remember when choosing a graduation option:

- Students selecting the IB program are committed to a four-year program. Should a student decide to exit the program prior to completion, they will be placed in the 24-credit option and must meet all requirements for that option;
- A student selecting the 18-credit ACCEL program must attend high school as a full-time student for 3 years. These students are still eligible for Florida Bright Futures Scholarships and qualify for acceleration programs (e.g.: AP, Dual Enrollment, etc.) if all criteria is met; High school credits awarded prior to the 9th grade will be counted toward the required credits for all graduation options;
- Students who plan to apply to an out-of-state or private in-state college or university and who are interested in the 18 credit ACCEL option should contact those institutions as early as possible for specific admissions requirements;
- Students must complete an online course to meet the graduation requirement (unless otherwise specified). Students in the IB, AICE, or 18 credit ACCEL programs are exempt from this graduation requirement. If an IB, AICE, or 18 credit ACCEL student withdraws or is removed from the program, they must fulfill this requirement.
- Students in the AICE program are exempt from Physical Education and Fine and Performing Arts requirements. If an AICE student withdraws or is removed from the program, they must fulfill this requirement.

Below is a summary of the graduation requirements for diploma types:

24 Credit Standard Diploma
This program takes the traditional four years to complete high school and requires students to take at least 24 credits in core content areas. Foreign Language is not required for this program, although it is recommended for Florida college preparation and is required for admission to Florida's state universities. At least one of the courses to meet graduation requirements must be online.

- 4 credits in English Language Arts - major concentration in composition, reading for information and literature; must pass the 10th grade FSA ELA or have a concordant score on a standardized test (ACT, SAT);

- 4 credits in ~~M~~math – two of which must be Algebra 1 (must pass EOC and have exam count as 30% of course grade) and ~~G~~geometry (must participate in EOC with results counting for 30% of final grade in course); two credits may be substituted with allowable industry certification that lead to college credit.
- 3 credits in ~~S~~science – one of which must be ~~B~~biology (must participate in EOC with results counting for 30% of final grade in course); ~~T~~two of the 3 credits must have lab components; ~~O~~one (1) credit may be substituted with allowable industry certification that leads to college credit, ~~B~~biology excluded; ~~O~~one (1) credit may be substituted with an identified rigorous computer science course with a related industry certification, ~~B~~biology excluded;.
- 3 credits in ~~S~~social ~~S~~science – 1 credit in U.S. History (must participate in EOC with results counting for 30% of final grade in course); 1 credit in World History; ½ credit in Economics with Financial Literacy; ½ credit in American Government;
- 1 credit in ~~F~~fine and ~~P~~performing ~~A~~arts, ~~S~~speech and ~~D~~debate, or a specified ~~P~~practical ~~A~~arts course;
- 1 credit in ~~P~~physical ~~E~~education (includes integration of health)
- 8 credits in electives – elective courses are selected by the student in order to pursue a complete educational program and to meet eligibility requirements. Some students will be required to take certain electives based on assessment scores;
- 1 course from the above list must be an online course. This can be either a ½ or 1 credit course. The online course requirement may not apply to a student who has an IEP which indicates that an online course would be inappropriate, OR to a student who is enrolled in a Florida high school and has less than 1 academic year remaining;
- 24 credits may be earned through equivalent, applied, or integrated or career education courses, including work-related internships;
- The student must have a cumulative GPA of 2.0 or higher on a 4.0 scale.

"Scholar" Designation of Standard Diploma – same as above except for the following additions:

- Math – Earn 1 credit in Algebra II; ~~P~~pass the Geometry EOC; ~~E~~earn 1 credit in ~~S~~statistics or equally rigorous course;
- Science – Must ~~P~~pass the Biology EOC or earn minimum score for college credit on AP, AICE, or IB Biology I assessment; must take ~~C~~chemistry or ~~P~~physics; ~~E~~earn 1 credit in a course that is equally rigorous to ~~C~~chemistry or ~~P~~physics;
- Social ~~S~~sciences – Must ~~P~~pass the U.S. History EOC or earn minimum score for college credit on AP, AICE, or IB U.S. History assessment;
- Earn at least 2 credits in a ~~F~~foreign ~~L~~language;
- Earn at least 1 credit in AP, IB, AICE, or Dual Enrollment course

"**Merit" diploma** – same as "Standard" diploma except for the following addition:

- Students pursuing a merit designation must attain one or more industry certifications.

International Baccalaureate (IB) Diploma
The IB program is a rigorous pre-university course of study leading to internationally standardized tests. The program's comprehensive two-year curriculum allows its' graduates to fulfill requirements of many different nations' educational systems. Students completing IB courses and exams from six areas: 1) Language A1; 2) Language A2; 3) Individual and Societies; 4) Experimental Sciences; 5) Mathematics; and 6) Arts and Electives. IB diploma candidates must demonstrate their mastery of course work by passing a battery of comprehensive written, and in some cases oral, examinations in the six subject groups. In addition, IB candidates are required to take the course, "Theory of Knowledge," complete 150 hours of community service projects and extra-curricular activities, and to write an extended essay. Students in schools enrolled in IB courses do not have to pay to take the exams.

Advanced International Certificate of Education (AICE) Diploma
AICE is a program that is a rigorous pre-university course of study, leading to internationally standardized examinations under the Cambridge International Examination program. AICE diploma candidates must demonstrate their knowledge of the coursework by passing a battery of comprehensive written, and in the case of foreign language, oral examinations. AICE students are required to select seven tests, one test from each of four major subject groups: Math and Science, Languages, Arts and Humanities, Global Perspectives and the remaining three examinations from any of the subject areas the student chooses with a maximum of two credits coming from the optional category.

The two schools in Clay County that offers the AICE program are Fleming Island High School and Oakleaf High School. The AICE program is considered an Academy and students must be either zoned for those schools in order to participate or among the 10% of the total candidates selected that are zoned at other schools. For more information, parents and students should contact those schools.

For an AICE diploma, a candidate must earn the equivalent of seven credits by passing a combination of exams at either the full (one-credit) Advanced Subsidiary Level (AS) or double (two credits) International Advanced Level (A), with at least one course coming from Global Perspectives and one course from each of the other three curriculum areas. Students in schools enrolled in the AICE courses do not have to pay to take the exams.

ACCEL (18-credit) Diploma
Students who choose this option are only required to earn 18 credits. The core credits (~~M~~math, ~~L~~language ~~A~~arts, ~~S~~social ~~S~~sciences, and ~~S~~science) are the same as the standard diploma types. These students pursuing the ACCEL diploma option do not have to earn a ~~P~~physical ~~E~~education credit, the online course credit is not required, and only 3 elective credits are needed instead of 8 elective credits. All other requirements are still in effect.

Online Credit Graduation Requirement
Students may meet this requirement by completing and passing an online high school course offered by the following:

- Florida/Clay Virtual School;
- A district high school (traditional, franchise, or virtual charter);
- A postsecondary school as an online dual enrollment course;
- District virtual instruction programs; and
- A district middle school (high school level course)

Online course specifications and substitutions:

- Core course or considered electives, earning ½ credit or 1 full credit after course successfully completed.
- Completion of a course in which a student earns a nationally recognized industry certification in information technology that is identified on the Career and Professional Education Act (CAPE) Industry Certification Funding List pursuant to s. 1008.44, F.S.,
- Passage of the information technology certification examination without enrollment in or completion of the corresponding courses.
- Passage of an online content assessment by which the student demonstrates skills and competency in locating information and applying technology for instructional purposes without enrollment of the corresponding course or courses.

Exceptions and Exemptions to Online Course Graduation Requirement
The online course requirement may not apply to a student who has an IEP which indicates that an online course would be inappropriate OR to a student who transfers into a Florida public high school who has less than a year left in high school.

Students may also satisfy the online course graduation requirement by completing a blended learning course.

Due to the blended model of instruction in secondary intensive reading classes (online and offline learning), successful completion of a year-long intensive reading course satisfies the online course requirement for students. If a 9-12 grade student passes the FSA ELA Assessment re-take or earns a concordant score, ~~(s)he~~ the student must remain in the intensive reading course for the full year in order to satisfy the online course requirement. If a student has already met the online course requirement outside of the intensive reading course and passes the FSA ELA Assessment or ACT/SAT in the fall, the student may exit intensive reading at the semester break.

Any student in grades 6-12 scoring a level 1 or 2 on FSA Reading Assessment must be screened using district-selected assessments. Students who pass the screeners will receive reading support within content area classes in order to fulfill their reading remediation requirement. Those students who do not pass the screeners must be placed in an intensive reading class.

Graduation Requirements/Diploma Options			
Subject Area	Graduation Requirements of 24-Credit "STANDARD" Diploma	Graduation Requirements of 24-Credit "SCHOLAR" Designation	Graduation Requirements of 24-Credit "MERIT" Designation
English	4 credits in Language Arts *MUST PASS* 10th grade FSA ELA assessment	4 credits in Language Arts *MUST PASS* 10th grade FSA ELA assessment	4 credits in Language Arts *MUST PASS* 10th grade FSA ELA assessment
Mathematics	4 credits: 1 credit must be Algebra I (*MUST PASS* EOC; EOC 30% of grade) 1 credit in Geometry (EOC 30% of grade) 2 additional courses - 2 credits may be substituted with allowable industry certification courses that lead to college credit.	4 credits: 1 credit must be Algebra I (*MUST PASS* EOC; EOC 30% of grade) 1 credit in Geometry (EOC 30% of grade; *MUST PASS* EOC 1 credit in Algebra II 1 credit in Statistics or equally rigorous course.	4 credits: 1 credit must be Algebra I (*MUST PASS* EOC; EOC 30% of grade) 1 credit in Geometry (EOC 30% of grade) 2 additional courses - 2 credits may be substituted with allowable industry certification courses that lead to college credit.
Science	3 credits: 1 credit in Biology 1 (EOC 30% of grade) 2 credits in an equally rigorous course, 2 of 3 credits must have a lab. One credit may be substituted with allowable industry certification leading to college credit.	3 credits: 1 credit in Biology 1 (*MUST PASS* EOC) 1 credit in Chemistry or Physics 1 credit in equally rigorous course	3 credits: 1 credit in Biology 1 (EOC 30% of grade) 2 credits in an equally rigorous course, 2 of 3 credits must have a lab. One credit may be substituted with allowable industry certification leading to college credit.
Social Studies	3 credits: 1 credit in World History 1 credit in US History (EOC 30% of grade) ½ credit in Government ½ credit in Economics with Financial Literacy	3 credits: 1 credit in World History 1 credit in US History (*MUST PASS* EOC) ½ credit in Government ½ credit in Economics with Financial Literacy	3 credits: 1 credit in World History 1 credit in US History (EOC 30% of grade) ½ credit in Government ½ credit in Economics with Financial Literacy
World Language	Not required for high school graduation, but required for admission into state universities.	2 credits in the same language or demonstrated proficiency in a second language.	Not required for high school graduation, but required for admission into state universities.
Fine and Performing Arts, Speech and Debate, or Practical Art	1 credit in Fine or Performing Arts, Speech and Debate, or Practical Arts (eligible courses specified in Course Code Directory)	1 credit in Fine or Performing Arts, Speech and Debate, or Practical Arts (eligible courses specified in Course Code Directory)	1 credit in Fine or Performing Arts, Speech and Debate, or Practical Arts (eligible courses specified in Course Code Directory)
Physical Education	1 credit in Physical Education to include the integration of health to include the CPR/AED training.	1 credit in Physical Education to include the integration of health to include the CPR/AED training.	1 credit in Physical Education to include the integration of health to include the CPR/AED training.
Electives	8 credits	Must earn 1 AP, IB, AICE, or Dual Enrollment credit	8 credits
On-line Course Requirement	1 course (can be either a semester or yearlong course credit; if yearlong course is selected, the entire course must be completed to satisfy requirement).	1 course (can be either a semester or yearlong course credit; if yearlong course is selected, the entire course must be completed to satisfy requirement).	1 course (can be either a semester or yearlong course credit; if yearlong course is selected, the entire course must be completed to satisfy requirement).
Total	24 credits*	24 credits	24 credits*
Industry Certification Requirements	None required	None required	Must attain one or more industry certifications.
Grade Point Average (GPA) Requirement	Cumulative GPA of 2.0 on a 4.0 scale		
State Assessment Requirements	Students *MUST PASS*: • Grade 10 FSA ELA (or ACT/SAT concordant score) • Algebra I EOC (or ACT/SAT/PSAT ~~concordant score or a comparative score on the PERT for students who entered 9th grade before 2018-19~~)		
Special Note: *For the Standard Diploma and Merit Diploma the 24 credits may be earned through equivalent, applied, or integrated or career education courses including work-related internships.			

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GRADUATION REQUIREMENT: CPR TRAINING

For students entering the ninth grade in 2017-18 and thereafter, compression only cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) instruction will be implemented with the following requirements:

- The twenty-four (24) credit standard diploma option will require compression only CPR and AED instruction.
  - CPR and AED will be taught in the Personal Fitness course, traditionally or virtually.
  - Additional instructional opportunities may be provided through another appropriate course or school-related activity.
- The instructional program must meet the following requirements:
  - The instruction will be in compliance with the American Heart Association, American Red Cross, or a nationally recognized program based on the most current national evidence-based emergency cardiovascular care guidelines for compression only CPR.
  - Instruction will include the core cognitive and psychomotor skills associated with compression only CPR.
  - Instruction will include appropriate use of an AED which may be taught electronically (e.g. video).
- Schools will provide compression only CPR instruction or will arrange for instruction by community-based providers.
  - Compression only CPR/AED instructors are not required to be certified teachers.
  - Certified teachers providing compression only CPR/AED instruction are not required to be certified trainers of compression only CPR/AED.
  - Students are not required to earn compression only CPR/AED certification to successfully complete the instruction.
  - Students who are physically and/or cognitively unable to perform the training will be exempt from this requirement. Schools will make this determination in accordance with the student's Individualized Education Program (IEP).

The superintendent or designee shall be responsible for ensuring that schools comply with the requirements as outlined in this policy.

~~HIV/AIDS~~ STATE REQUIRED INSTRUCTION

~~All students are given instruction in computer literacy, metrics, consumer education, effects of alcohol and drugs, the importance of kindness to animals, conservation of natural resources, child abuse, and an opportunity to enroll in Driver's Education (if offered). In addition, in grades 7 and 8, instruction will be given through the science courses in (required of each school per state law):~~

- ~~Personal hygiene~~

- ~~Substance abuse~~
- ~~Human sexuality~~
- ~~HIV/AIDS, communicable diseases as per state law~~

~~Updated and factual School board adopted curricula related to human sexuality, Human Immunodeficiency Virus infection, Acquired Immune Deficiency Syndrome (AIDS), and other sexually transmitted diseases shall be integrated into science courses for junior high. and Personal Fitness for high school. Instruction shall address human reproduction, fetal development, pregnancy prevention along with causes, transmission, and prevention through materials approved by the School Board. Instruction in reproductive health, interpersonal skills, and parenting to reduce teenage pregnancy and to promote healthy behavior for all students K-12 shall be taught in accordance with current Florida Statutes.~~

Pursuant to State Statute 1003.42, students receive required instruction on topics that include but not limited to the following:

- The History of the United States, Civil Government, the History of the Holocaust, the History of African Americans, and the contributions of Hispanics and Women to the United States
- Character education on self-control, resilience, leadership skills, kindness, empathy, cooperation, and conflict resolution.
- Comprehensive Health education that shall cover various topics that include healthy relationships, teen dating violence, personal health, internet safety, and prevention and control of disease. The instruction in acquired immune deficiency syndrome, per state statute 1003.46, shall be grade and age appropriate of the student and shall reflect current theory, knowledge, and practice regarding acquired immunodeficiency syndrome and its prevention. Section (3) of this statute allows any student whose parent makes a written request to the school principal to be exempted from the teaching of reproductive health or any disease, including HIV/AIDS, its symptoms, development, and treatment.
- In 2019, the state added an additional ruling, *Rule 6A-1.094124,* under comprehensive health education that require a minimum of five hours of instruction related to mental and emotional health for students in grades 6-12 . Additionally, school districts are required to annually provide instruction to students in grades K-12 related to child trafficking prevention and awareness of youth substance use and abuse health education. The content will be grade and age appropriate. The school districts are required, under the rulings, to document planning and delivery of all instruction.

A student shall be exempt from these instructional activities provided his/her parent(s) or legal guardian files a written request with the school principal.

The Superintendent, or designee, shall review curriculum frameworks which are prepared and distributed by the Florida Department of Education and related to Acquired Immune Deficiency Syndrome (AIDS) education. If the curriculum frameworks are inconsistent with locally determined curriculum for AIDS education or are not reflective of local values and concerns, the Superintendent shall advise the School Board and provide recommendations for instructional activities.

HOME EDUCATION

"Home Education Program" is defined in F.S. 1002.41

Clay County secondary schools, including Clay Virtual Academy, are accredited by the AdvancEd. A student seeking to enter or re-enter a Clay County public school from a home educating program or a non-accredited school must meet all entrance requirements (state and district) that any other student must meet. The student will be enrolled at the appropriate grade level based on validated academic performance. A student may enroll full (K-12) or part-time (6-12) in Clay Virtual Academy and remain homeschooled.

All transfer work from a home education program other than Clay Virtual Academy or FLVS or accredited program, will be posted on a "pass/fail" basis and will not be utilized in GPA calculation unless the grade is validated by the student taking an approved exam. F.S.1006 allows home schooled students to participate in interscholastic extracurricular activities of their attendance zoned school. The home education student must meet the same requirements of grades, residency and behavior as required of other students. They must be permitted to enroll in curricular classes that are required of the extra-curricular activity (Ex.: ROTC, Band, etc.). The home education student must register his/her intent to participate in extracurricular activities with the school before the beginning of the activity in which he or she wishes to participate. **The student standards for participation in interscholastic extracurricular activities begin with the student's first semester of the 9th grade**. If a student's cumulative GPA falls below 2.0 in the specified courses, the student must execute an academic performance contract with the district school board, the FHSAA, and the student's parents. At a minimum, the contract must require the student to attend summer school to improve his/her GPA. A student must also maintain good conduct to remain eligible to participate in interscholastic extracurricular activities.

Home school students enrolled with Clay Virtual Academy have opportunities to participate in CVA social activities. To receive a CVA diploma, students must enroll as public school students for their entire senior year and meet District requirements. Should homeschooled students wish to graduate from a high school and receive that schools' diploma; they must re-enroll for their entire senior year.

HONOR ROLL

The "Honor Roll" status of students will be based on the following criteria:

- The "A" Honor Roll will consist of all "A's" on or above grade level;
- The "A/B" Honor Roll will consist of all "A's or B's" on or above grade level;
- Unweighted grades are utilized for Honor Roll selection;
- Conduct grades do not count toward Honor Roll determination

INTERIM REPORTS

Parents or adult students must be notified in writing at a time during a grading period when it is apparent that the student may fail or is doing "Unsatisfactory" work in any course or grade assignment. It is imperative that contact take place to allow for an opportunity

to use intervention strategies to correct deficiencies in academic areas. An acknowledgement of such notification should be obtained, if possible.

INTERSCHOLASTIC PARTICIPATION

To be eligible for interscholastic competition, a student must meet the following criteria:

- Have a cumulative 2.0 GPA on a 4.0 scale. Students who fall below the 2.0 requirement will remain ineligible for the next entire semester;
- The student must be in good standing with the school based on school and District policies.
- The student's eligibility is also contingent upon meeting the policies established in the district's Code of Student Conduct.
- See School Board Policy 4.43 for complete eligibility information.

Summer school subjects shall be included in the calculation of the students' GPA of the previous semester for participation in extracurricular activities during the first semester of each school year. Seventh (7^{th}) grade students shall be eligible for participating during the first semester provided they were regularly promoted from the 6^{th} grade.

OFFENSES AGAINST INTELLECTUAL PROPERTY

Florida Statute provides that, "whoever willfully, knowingly, and without authorization modifies data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, or computer network commits an offense against intellectual property."

Except as otherwise provided in this section, an offense against intellectual property is a felony of the third degree. If the offense is committed for the purpose of devising or executing any scheme or artifice to defraud or to obtain any property, then the offender is guilty of a felony of the second degree.

In addition, it is unlawful for any individual to knowingly and willingly taking an online course or examination on behalf of another person for compensation. Any individual that violates this provision commits a misdemeanor of the second degree. FS1008.24

PERFORMANCE STANDARDS

Clay County shall use the DOE prepared student performance as the approved curriculum for Secondary Education, including updates and changes as received from DOE. No courses shall be offered which are not state approved unless a special course is piloted under state guidelines and with School Board approval.

PHYSICAL EDUCATION

The 2008 Legislature passed Senate bill 610 requiring each district to include the

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availability of one-on-one counseling to students regarding the benefits of physical education. Beginning in 2009-10 the equivalent of one class period per day of physical education for one semester (minimum standard) of each year for students enrolled in grades 6-8 will occur (F.S. 1003.455). The physical education requirement shall be waived (grades 6-8) for a student who meets one of the following criteria (unless the child meets one of the waiver criteria listed below, he/she will be enrolled in physical education while in grades 6-8):

- The student is enrolled or required to enroll in a remedial course
- The student's parent indicates in writing to the school one of the following:
  - The parent requests that the student enroll in another course from among those designated by the school district, or
  - The student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement.

PROMOTION AND RETENTION

Any pupil who has been retained may be assigned during the next school year to the next higher grade if the principal has documentation that standards have been met and that the student will be able to benefit from instruction at the high grade. Normally, this assignment occurs at the end of the semester, if such an assignment results in the child transferring to another school. Regarding the placement, principals must document through a variety of means that the student has met state standards. This should be done by reviewing the academic history of the student, looking at assessments and applying remediation/grade recovery processes established by Clay County. In no case, shall the move be initiated until the principal of the receiving school has been notified and agrees with the documentation. If the receiving principal questions the transfer, the two principals should meet to discuss any questions or concerns. If requested by either principal, a district review may be used to determine proper placement of the student in question. The recommendation should be made in writing to the district school superintendent. Documentation and recommendation will then be forwarded to the Chief Academic Officer for review. In addition, school personnel should utilize all resources to achieve parent understanding and cooperation regarding a student's grade placement.

All students who appear to be having difficulty meeting promotion requirements should be evaluated carefully by the professional staff, considered for Multi-Tiered System of Support (MTSS). Students who are to be retained must receive counseling services and may be recommended for evaluation by specialists if the principal and teacher(s) feel such a referral would benefit the child. Any child in middle or junior high school, who has been retained one year and is recommended for retention a second year, is to be referred for an evaluation by appropriate specialists, psychologists, etc.

Students who do not satisfactorily achieve established objectives for the grade or course which they are assigned may be assigned to the same grade for the next school year or given an alternative assignment. Student's level of proficiency in the areas of reading, writing, science and mathematics must be reviewed and the student's progression must be

based, in part, upon this proficiency. Students not meeting desired levels of proficiency as determined by the District and/or as evidenced by the results of state mandated tests are to be provided remedial instruction designed to foster their progress toward mastery of essential concepts and required standards. If mastery is not achieved, remediation may be provided through, but not limited to, one or more of the following:

- Summer school course work or intensive skills development;
- Extended day or school year services/academic tutoring;
- Parent tutorial programs/
- Mentoring
- Contracted academic services (previously approved);
- Modified curriculum;
- Exceptional Student Education (ESE) services;
- Class size reduction;
- Use of educational software (~~COMPASS~~ EDGENUITY)
- Suspension of other curriculum offerings in areas other than reading, writing, English and math, or in those subjects specifically required for graduation.

Retention of students must be considered if the student has failed to master approved performance standards and has been provided remedial instruction and upon reassessment falls below determined cut-off points on a District measure of assessment or on the state assessments in reading, writing, science and mathematics. A student may also be retained within an intensive program that is different from the previous year's program and takes into consideration the student's learning style. Children should be retained as little as possible. Students must not be retained without documentation that remediation was provided in a timely and comprehensive manner. No student may be assigned to a grade level based solely on age or other factors that constitute social promotion.

Upon subsequent evaluation, if the documented deficiency has not been remediated, the student may be retained. Each student who does not meet the minimum performance expectations defined by the commissioner of Education for the statewide assessment tests in reading, writing, science and mathematics must continue remedial or supplemental instruction until the expectations are met or the student graduates from high school or is not subject to compulsory school attendance. An appropriate alternative placement must be considered for a student who has been retained two or more years.

Each district must annually report to the parent or legal guardian of each student the progress of the student towards achieving state and district expectations for proficiency in reading, writing, and mathematics. The district must report to the parent or legal guardian the student's results on each statewide assessment. The evaluation of each student's progress must be based upon the student's classroom work, observations, tests, district and state assessments, and other relevant information. Progress reporting must be provided to the parent or legal guardian, in writing, in a format adopted by the district School Board.

In general, the procedures outlined in this Student Progression Plan apply to all students

with disabilities. An IEP serves as the basis for decisions regarding retention and promotion.

Under most circumstances, students will complete grade groupings within a set time frame. However, the principal may authorize that a student be retained a second time in any one of the grade groupings.

PROMOTION AND PLACEMENT OF JUNIOR HIGH STUDENTS

In order to be promoted to the next higher grade within the junior high, a student must successfully complete ~~L~~language ~~A~~arts, ~~M~~mathematics, ~~S~~science, and ~~S~~social ~~S~~studies ~~and one additional course for a total of five (5) subjects~~. Existing state student performance standards shall be the basis for each course. Appropriate procedures shall be followed by the classroom teacher to continuously and carefully observe student performance throughout the school year to determine if expected achievement levels and/or course performance standards are being met. Under no circumstances should student performance be judged solely on the basis of a single test.

The areas of reading, writing, mathematics and science must be assessed with the use of District performance measures, testing, teacher observation, classroom assignments and state assessment measures. Remediation measures must be taken and documented in the student's PMP. No student may be assigned to a grade level based solely on age or other factors that constitute social promotion (See P. 83 "Summer School – Junior High" on more information pertaining to promotion from grade level to grade level at the junior high.)

In order to be promoted to grade 9, Junior High students MUST successfully complete the following during their 6th, 7th and 8th grade years (F.S. 1003.4156):

- 3 courses in English Language Arts
- 3 courses in ~~M~~mathematics (Successful completion of a high school level Algebra 1 or ~~G~~geometry course is not contingent upon the student's performance on the statewide, standardized end-of-course (EOC) assessment. However, to earn high school credit, the junior high student must take the EOC and pass the course, with the assessment constituting 30% of the final course grade.)
- 3 courses in ~~S~~social ~~S~~studies (one of which must be, at a minimum, a one-semester ~~C~~civics education course that includes the roles and responsibilities of federal, state and local governments, the structures and functions of the legislative, executive and judicial branches of government; and the meaning and significance of historic documents, such as the Articles of Confederation, the Declaration of Independence and the U.S. ~~c~~Constitution. In addition, this course includes a statewide, standardized EOC that constitutes 30% of the student's final grade as required under s. 1008.22, F.S.. A middle grades student who transfers into the state's public school system from an out-of-country, an out-of-state, a private school, or a home education program after the beginning of the second term/semester of grade "8" is not required to meet the civics education requirement for promotion IF the student's

transcript documents passage of three courses in social studies or two year-long courses in social studies that include coverage of civics education.)

- 3 courses in ~~S~~science (Successful completion of a high school level Biology 1 course is not contingent upon the student's performance on the statewide, standardized EOC assessment required under s. 1008.22. However, to earn a credit for this course, the student must take the Biology 1 EOC, which constitutes 30% of the student's final course grade, and earn a passing grade in the course.)
- One course in career and education planning to be completed in grades 6, 7, or 8, which may be taught by any member of the instructional staff. The course must be Internet-based, customizable to each student, and include research-based assessments to assist students in determining educational and career options and goals. In addition, the course must result in a completed personalized academic and career plan for the student that may be revised as the student progresses through middle school and high school; must emphasize the importance of entrepreneurship and employability skills; and must include information from the Department of Economic Opportunity's economic security report under s. 445.07. The required personalized academic and career plan must inform students of high school graduation requirements, including a detailed explanation of the requirements for earning a high school diploma designation under s. 1003.4285; the requirements for each scholarship in the Florida Bright Futures Scholarship Program; state university and Florida College System institution admission requirements; available opportunities to earn college credit in high school, including Advanced Placement courses; the International Baccalaureate Program; the Advanced International Certificate of Education Program; dual enrollment, including career dual enrollment; and career education courses, including career-themed courses, pre-apprenticeship and apprenticeship programs, and course sequences that lead to industry certification pursuant to s. 1003.492 or s. 1008.44. The course may be implemented as a stand-alone course or integrated into another course or courses.

PROMOTION AND PLACEMENT OF HIGH SCHOOL STUDENTS

Grade level designation for high school students will be determined as follows:

- Following completion of one year designated as a 9th grader, the student will be designated as a 10th grader in the computer system. This designation does not guarantee that the student has successfully completed the traditional 6-credits per school year;
- Following completion of one year designated as a 10th grader, the student will be designated as a 11th grader in the computer system. This designation does not guarantee that the student has successfully completed the traditional 12-credits for two years of high school enrollment;
- Following the completion of one year designated as a 11th grader, the student must have completed 18-credits OR 21-credits at the end of the 1st semester of the students fourth year enrolled at a high school and have a 2.0 cumulative GPA in

order to be classified as a 12th grader (Senior) and take part in Senior oriented events (Prom, Grad Bash, and any other school determined Senior activities)

According to state statutes, students are assigned to a cohort ~~class at the beginning of each year enrolled at a high school~~ year based on the year they first entered 9th grade. This cohort ~~status~~ year determines the graduation requirements that must be met by that student. Students will be regularly notified as to their "credits earned" status towards graduation. The student will need to acquire the appropriate number of credits based on the graduation option chosen in order to be on track to graduate in four years with their 9th grade cohort. Grade recovery opportunities exist in order to help maintain student's progress towards graduation.

Students age 18 or older wishing to return to school after withdrawing may petition the school for placement. The principal and/or designee will review the reasons for return given by the student and family. The principal will make the final determination based on the following requirements:

- The student has accumulated at least 16 credits;
- The student has a probable chance of graduating within the academic year;
- An agreement between the student and school concerning attendance, behavior and school performance is agreed upon.

If the principal does not agree to the conditions or the student does not meet the criteria, Adult Education will serve the educational needs of the student.

As in state statute, students who received a "Certificate of Completion" may return for a 5th year of high school in order to obtain their Standard Diploma.

READING AND MATH REMEDIATION

Reading: All 7th through 10th grade students scoring a Level 1 or Level 2 on the reading portion of the FSA will be screened for intensive reading placement.- Screening includes the use of the Achieve 3000 Spring Benchmark results, as well as a district comprehension screener and teacher recommendations. Students qualifying for intensive reading will be placed in one class period of reading using a blended model of teacher instruction and computer based practice. Students not qualifying for intensive reading placement will receive reading support in the content area classes. Students in grades 11 and 12 who score a Level 1 or 2 on FSA retakes and who have not earned a concordant score on the ACT or SAT will be placed in an intervention course focusing on ACT/SAT preparation and reading remediation. If a student passes the FSA retake or earns a concordant score, (s)he may exit the intensive reading program at the end of the first semester. (Note: The Instructional Decision Tree for intensive reading placement can be found on the district website.)

Math: Students in grades 7 and 8, who score an achievement level 1 on FSA, will be placed in standard math classes and will not qualify for advanced math programs. Eighth

grade students scoring an achievement level 1 on the pre-algebra FSA will be given priority for Algebra 1A/1B upon entering high school. As a mandatory Florida math graduation requirement, students in Algebra 1 and Geometry are required to take an "End-of-Course" exam. Students not scoring an achievement level 3 or higher will be placed in a ~~L~~liberal ~~A~~arts ~~M~~math course. Secondary schools will also be utilizing the Edgenuity online program to remediate course work, as a virtual tutor, and credit recovery. Additional remedial options are available in all Clay County secondary schools through the ~~Guidance~~ School Counseling Department.

SCHEDULE CHANGES

When changing a student's schedule after the first ten days of school, leveling must be within the same specific subject. An example of this is if a student requests a schedule change and they are enrolled in Algebra Honors, Algebra 1 would be the most appropriate change. Grades earned will be transferred as part of the leveling process. Any withdrawals after the first quarter would require a withdraw "F/0" for the 2nd grading period and the semester exam. Students who withdraw with an "F" from a course may enter a semester course at the semester change if space is available.

In the case where a student has been improperly placed in a class, and this has been verified by the teacher, then movement to another more appropriate subject area class is in order with the approval of the principal. This should take place before the end of the first grading period so the student may be placed in an appropriate course. Current grades should be transferred to average in with grades earned in the new course. If inappropriate placement is determined prior to the end of the first interim reporting period and no appropriate class is available for reassignment, then the grade given to the student for the course would be a "Withdrawn: Passing." The grade would then be posted as no credit just as we do with course forgiveness.

Students taking courses through Clay Virtual Academy or FLVS should review the "Student Contact and Drop" policy.

~~**CLAY VIRTUAL ACADEMY - STUDENT CONTACT AND DROP POLICY**~~
(MOVED TO SECTION BEFORE ELL)

~~Only through continuous communication can students be successful in an online course. Within each course the instructor outlines the weekly minimum work requirements. It is essential that the student and instructors maintain regular contact. To ensure that our students are aware of this commitment, the four-part process below will be followed:~~

- ~~If the student does not submit the expected numbers of assignment(s) within a period of seven (7) consecutive days, the student and parent(s) will receive a phone call from the instructor. During the call, the student, parent(s), and teacher will work to resolve any issues that prevent the student from submitting an acceptable number of assignments each week.~~
- ~~If the student does not respond to the phone call by submitting assignments within seven (7) days or does not continue to submit an acceptable number of~~

~~assignments each week, the instructor will send an email to the student/parent to remind them of the importance of submitting work and detailing the withdrawal process, if necessary.~~

- ~~If the student does not respond by submitting assignments within fourteen (14) days of the initial phone call, CVA will assume that the student does not intend to remain in the course, and the student will be administratively dropped from the course.~~
- ~~An official final grade report will be emailed to the student. If the course withdrawal date falls within the grace period, a grade of "W" will be issued. After the grace period, a grade of "WP or WF" (or failing grade (if over 50% completed) will be issued to their school transcripts.~~

~~Students from outside Clay County may enroll in CVA full or part time online programs.~~

SEMESTER EXAMS

All students in grades 9-12 shall take semester exams. The School Board approved exam exemption procedures for seniors only is as follows:

- Exam exemptions are limited to seniors only;
- All seniors in year-long courses with a 1st semester average of "B" or better and a "B" average or better for 3rd and 4th quarters averaged together, will be exempt from taking those exams given at the end of the 2nd semester. Courses that are a semester in length are not exempt at any time;
- Attendance is not a consideration under the current exemption policy
- Exam values are the same for the current school year
- Semester exams will not be given early.

SPECIAL CONSIDERATIONS

Junior High: Students with exceptional ability may be enrolled in credit earning courses at the high school with the approval of the school principals and the parent. The parent shall assume the responsibility for transporting the student between schools, where appropriate. Such enrollment must be limited to courses which are congruent with the beginning or ending of the school day, but not both. Student's grades and credits shall be awarded as received by the school where the student is regularly enrolled.

Special classes/programs: The district will employ special programs designed to assist students in meeting the necessary credits and the 2.0 GPA required for graduation. Appropriate approaches not already covered in this plan will include, but shall not be limited to, special counseling tutorial programs, help and/or homework sessions, skills classes and special assistance to obtain a high school equivalency diploma when all requirements for graduation have been met except for the attainment of a 2.0 cumulative GPA.

SUMMER SCHOOL

Summer school is an extension of the school year for students who attended Clay County

schools. Students who did not attend Clay County schools are not eligible for the summer program unless they enrolled prior to the beginning of the 4th nine-week period or approved for the HOPE Scholarship Program (see the "Student Code of Conduct for more information about this program). High School Students may earn up to two full-credits during the summer regardless of the vehicle(s) used to acquire that credit.

Junior High Summer School: "Conditional Promotion."
For a 6th or 7th grader who has failed two subjects, or ESE students with IEP recommendations, they may take one (1) of the courses during the traditional "Summer School" period. The other failed course must be completed either through a virtual program or during the next summer school offering. Junior High students may receive grade forgiveness for courses in which they received a "C," "D," or "F." If math is one of the failed courses, it must be taken during the immediate summer school session. An 8th grader failing two subjects must have all subjects successfully completed prior to enrolling in the 9th grade. The "**Conditional Promotion"** must take into consideration the following factors in addition to the completion of the failed courses:

- Whether or not the student has been previously retained;
- The student is older than the average age of the other students;
- It will be in the best interest of the student to receive a "Conditional Promotion";
- There is evidence that the student has the ability to be successful at the next grade level.

If it is the determination of the Principal to not approve a "Conditional Promotion" for a student, the student will be recommended for retention. An 8th grade student must have passing grades for all core content subjects for 6th-8th grade in order to be promoted to 9th grade, therefore, "Conditional Promotion" does not apply. **Students failing 3 or more courses are automatically retained.**

High School Summer School:
Students may take ½ credit or up to 2 credits during the summer period. All coursework for grade forgiveness must be completed prior to the next school year. High school students may take courses that they received a "D" or "F" in so as to earn credit and to raise their GPA's. Courses for new or original credit are limited and determined on an annual basis by the District.

Summer programs by other districts which assign credit may be reviewed by Clay County staff to determine appropriateness of assigning local credit. Prior approval should be received before attempting summer courses at other schools/districts.

TERMINATION OF SCHOOL PLACEMENT AT AGE 16

A student who attains the age of 16 years during the school year is not subject to compulsory school attendance beyond the date upon which he or she attains that age if the student files a formal declaration of intent to terminate school enrollment with the District. The declaration must acknowledge that terminating school enrollment is likely

to reduce the student's earning potential and must be signed by the student and the student's parent.
The following steps must also be taken:

- The school shall notify the student's parent of receipt of the student's declaration of intent to terminate school enrollment.
- The student's ~~guidance~~ school counselor or other school personnel shall conduct an exit interview with the student to determine the reasons for the student's decision to terminate school enrollment and actions that could be taken to keep the student in school.
- The student shall be informed of opportunities to continue his or her education in a different environment, including, but not limited to, adult education and GED test preparation.
- The student shall complete a survey to provide data on student reasons for terminating enrollment and actions taken by schools to keep students enrolled.

TRANSFERRING STUDENT

Students transferring from one school to another shall have the grade assigned by the departing school and by the receiving school if registered there for 15 or more days. If a student is transferring to a school in another district at a time near the end of the school year and the school they are transferring to, has already completed the school year, it will be the responsibility of our "sending school" to use good judgment for the benefit of the student involved. Usually no more than 20 school days should apply. The student's grades should be closed out and credit posted. Virtual students taking FLVS content courses receive grades of "WF" or "WP" when transferring prior to course completion per FLVS policy. The principal has the authority to waive class exams (this does not include "End-of Course" exams) in order to close out a student's grades.

Transferring Student and Graduation: students who enter a Clay County school at the 11th or 12th grade level from out-of-state or from a foreign country shall not be required to spend additional time in the high school in order to meet the high school course/credits requirements IF the student has met all course/credit requirements of the school district, state, or country from which he or she is transferring. In addition to credit requirements to receive a standard high school diploma, a transfer student must earn a 2.0 GPA, pass the Algebra I EOC OR have passed an equivalent Algebra I EOC from the transferring state or county, pass the 10th Grade FSA ELA OR receive the concordant scores on the SAT or ACT identified by the Department of Education. Such students who are not proficient in English should receive immediate and intensive instruction in English language acquisition.

Transfer Credit Policies and Guidelines: The "State Uniform Transfer of High School Credits Rule" states that credits and grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value subject to validation if required by the receiving school's accreditation. The rule does not require that the transferring school be accredited in order for the credits to be accepted at face value. The rule states that the requested grades or credits will be accepted if presented as part of an

official transcript. An official transcript is a document that is sent directly from the administrator of the school where the credit is earned to the receiving school. An official transcript shall be sent by mail or electronically signed by a school administrator, be on school letterhead, and/or be embossed with the school's seal. An official transcript should clearly identify the school, the student, course number, date the course was taken and the credit earned and grade in each course.

Examples of unofficial transcripts are: hand delivered by the student or parent, delivered to the designated school administrator in an opened envelope, or is on plain paper. The rule, therefore, precludes districts and individual schools from placing any additional requirements or procedures on the transfer of high school credits.

If validation of the official transcript is deemed necessary for accreditation purposes by the receiving school or the student does not possess an official transcript, or if the student is a home education student, credits shall be validated through performance during the first grading period that the student is enrolled in the school. A student transferring into a school shall be placed at the appropriate sequential course level and in order to receive credit, a student should have a minimum grade point average of 2.0 at the end of the first grading period. If a student does not meet this requirement, they shall have their credits validated using the "Alternative Validation Procedure" listed below:

- Portfolio evaluation by the Superintendent or designee;
- Written recommendation by a Florida certified teacher selected by the parent and approved by the principal;
- Demonstrated performance in courses taken through dual Enrollment or at other private schools;
- Demonstrated proficiencies on nationally-normed standardized subject area assessments;
- Demonstrated proficiencies on the FSA ELA;
- Written review of the criteria utilized for a given subject provided by the former school. Student must be provided at least ninety (90) days from date of transfer to prepare for assessments outlined in the "Alternative Validation procedure" of this rule, if required.

If the "Alternative Validation procedure" is used, parents are obligated to the findings of the procedure. A school has until the end of the first grading period in which the student is enrolled to validate an official transcript. After this point, all credits and grades are to be accepted at face value.

TRANSFER STUDENT PLACEMENT (Military Dependent Children)

CCSB participates in the Interstate Compact on Educational Opportunity for Military Children, the purpose of which is to remove barriers to educational success imposed on children of military families because of frequent moves and deployment of their parents. The district will implement the requirements listed in FS 1000.36.

In order to facilitate on-time graduation for transferring military children enrolled any time

in high school, as specified in section F.S. 1000.36, Article VII the following provisions apply:

- A school district must waive specific courses required for graduation if similar coursework has been satisfactorily completed in another school district or shall provide reasonable justification for denial. If a waiver is not granted to a student who would qualify to graduate from a school of the sending state, the school of the receiving state must provide an alternative means of acquiring the required course work so that graduation may occur on time.
- States must accept exit or end-of-course (EOC) exams required for graduation from a school in the sending state.
- If a transitioning student who transfers in his or her senior year is ineligible to graduate from a school in the receiving state after all alternatives have been considered, both the sending and receiving state schools must ensure the receipt of the diploma from the sending state school if the student meets the graduation requirements of the sending state school. The student may participate in all local graduation activities.

Dependent children of active duty military personnel who otherwise meet the eligibility criteria for special academic programs offered through public schools shall be given first preference for admission to such programs even if the program is being offered through a public school other than the school to which the student would generally be assigned. If such a program is offered through a public school other than the school to which the student would generally be assigned, the parent of the student must assume responsibility for transporting the student to that school. For purposes of this subsection, special academic programs include advanced studies programs, dual enrollment, Advanced Placement (AP), Advanced International Certificate of Education (AICE), and International Baccalaureate (IB).

HOPE Scholarship Program students follow these same policies (see the "Student Code of Conduct for more information about this program).

CHANGE OF CLASS/COURSES OF CLAY COUNTY STUDENTS

A parent may request a transfer of their child(ren) to another classroom teacher within the same grade or course at any time during the year. The parent may not, however, choose a specific classroom teacher. At the time of the request, the school must approve or deny the request within 2 weeks. If the request is denied, the school will notify the parent and specify the reasons for the denial. F.S. 1003.3101

Procedures Concerning Request for Transfer of Students:

- Parent makes a written request to the school Principal to transfer their child(ren) to another teacher (must be in the same grade level and/or course); Prior to principal consideration, a parent teacher conference must take place;
- The Principal considers the request and notifies the parent within two weeks. The Principal must consider:

    - Class size
    - Grade and course
    - Any variable that would impact the student or class that is being considered (ex., discipline issues, teacher input)
- If approved, parent and teacher are notified;
- If not approved, parent is notified with explanation given.

VALEDICTORIAN AND SALUTATORIAN RECOGNITION

When a school awards Valedictorian and Salutatorian status, the following criteria must be met:

- Senior class rank (Valedictorian & Salutatorian inclusive) shall be based on a weighted grade point average on all courses taken in grades 9-12 including virtual courses. Calculations of GPAs for valedictorian and salutatorian shall be made at the conclusion of the eighth semester. If virtual grades are not reported to the school prior to the last day of senior exams, that course should not be included in the determination of valedictorian(s) and salutatorian(s)."
- A high school transfer student shall be given quality point weighting for any course acceptable for transfer if that course is deemed comparable to a course in Clay County that receives a quality point weighting. All courses that carry weight on the grade point average should be labeled on the transfer student record as honors, dual enrollment, advanced, advanced placement, accelerated, or some other description that denotes an honors level class. The principal or designee shall make the determination as to which transfer courses qualify for quality points.
- Students graduating from a three-year 18-Credit Graduation Program are eligible for valedictorian and salutatorian status. The conclusion of the eighth semester is the deadline for an 18-credit graduation program student to select to graduate and compete for valedictorian or salutatorian status, or continue to complete the 24-credit diploma.
- A student who transfers to or within Clay County during the last year prior to graduation is not eligible to be named sole Valedictorian or Salutatorian. However, that student is eligible to be Co-Valedictorian or Co-Salutatorian based on the following criteria:
    - If ranked first in the senior class based on the cumulative weighted GPA, the transfer student would be named Co-Valedictorian along with the second ranked student. The third-ranked student would be named Salutatorian.
    - If ranked second in the senior class, the transfer student would be named Co-Salutatorian along with the third-ranked student

~~VOLUNTARY SERVICE HOURS~~ (MOVED TO BRIGHT FUTURES)

~~*Voluntary Service Hours are required for all Bright Futures Scholarship Awards - Florida Academic Scholars, Florida Medallion Scholars, Gold Seal Vocational Scholars and Gold Seal CAPE Scholars : 100, 75 and 30 hours respectively. Students may begin logging and*~~

documenting volunteer service hours the summer before the student enters ninth grade. Service hours may include, but are not limited to, a business or governmental internship, work for a nonprofit community service organization, or activities on behalf of a candidate for public office. These service hours are not a Florida or school district requirement for graduation with a standard high school diploma.

For student who are attempting to receive school community service hours for an activity, below are the district guidelines:

- Volunteer service is defined as "assisting where needed in a social issue where the student's service directly addresses a need in the school or community in areas such as health, education, environment, public safety, etc.;
- Volunteer service activities should receive prior approval from the school's designated high school personnel (typically, the student's high school counselor) to ensure that credit will be awarded to the student;
- Activities performed at school should be designed to meet greater needs in the areas of health, education, environment, or public safety identified within the school. The benefits of the activities should be extended to individuals or families in need, not to the student's own family;
- Volunteer service activities must be unpaid. The student must not be compensated with money, goods, or services for their time;
- Volunteer service activities must be rendered for "not-for-profit" organizations or agencies;
- The student may engage in direct, indirect, or advocacy service activities. Definitions and examples of those activities are:
    - "Direct Service" involves face-to-face contact with service recipients. Examples include tutoring other students, serving meals at a homeless shelter or working with the elderly in a nursing home;
    - "Indirect Service" involves performing a service without having face-to-face contact with the recipients. Usually, resources are channeled to or through an organization to help alleviate a problem. Examples include food and clothing drives, marathons, fundraisers, or environmental projects;
    - "Advocacy" involves educating others about a particular social problem with a goal of eliminating the cause of that problem. Examples include writing letters to legislators or editors, preparing and displaying posters to an identified audience, writing and performing informative plays, or creating educational materials for other target groups;
- Hours spent in volunteer service activities must be verified by a site supervisor. The appropriate documentation on business letterhead must be signed by the site supervisor. Business letterhead can also be attached to the completed Clay County Volunteer Service Documentation Form;

Activities that **MAY NOT** be approved include, but are not limited to, the following:

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- ~~Any activity that violates federal or state laws, which prohibit discrimination on the basis or face, creed, sex, age, color, national origin, marital status, sexual orientation, or disability;~~
- ~~Co-curricular activities that are course requirements;~~
- ~~Hours submitted after graduation;~~
- ~~Fostering of animals in a location other than the shelter associated with a government agency or non-profit organization;~~
- ~~Any activity whose main purpose is to increase the amount of revenue for a private, for-profit business or to generate new revenue for that business;~~
- ~~Any activity that replaced a paid staff worker of the agency or institution that the student volunteers with;~~
- ~~Any activity rendered as a prerequisite for future student employment;~~
- ~~Any activity that is performed as a result of disciplinary action taken by the school or courts;~~
- ~~Any activity whose main purpose is to help prepare and/or participate in the performance of a religious service or religious educational activity ***UNLESS*** the hours are spent addressing a social problem (examples may include: Habitat for Humanity, A community-wide summer Vacation Bible School, etc.);~~
- ~~Attendance at self-improvement workshops or conferences;~~
- ~~Participation as an athlete in school sponsored athletics;~~
- ~~Participation as an assistant or trainer at a school-based sports training camp;~~
- ~~Participation in regularly scheduled school drama, band, or chorus performances, festivals, or competitions.~~

WEIGHTED GRADES

Weighted courses earn additional quality points toward the GPA calculation. The traditional 4.0 scale (A = 4, B = 3, C = 2, D = 1, F = 0) is used for athletic eligibility, promotion, Bright Futures, etc. Rank in class is the primary purpose for utilizing a weighted grading scale. Weighted courses include: "Level 3" Career and Technical Education courses, Dual enrollment, IB, AP and AICE courses, all Honors level courses, Foreign Language courses for year 3 and above, Chemistry II, Physics II and Gifted Studies.

CLAY VIRTUAL ACADEMY (MOVED FROM ELEMENTARY, SPECIAL PROGRAMS & SECONDARY EDUCATION)

Clay Virtual Academy (CVA) is a school choice option for K-12 full and part-time students who reside in Clay County. Public, private or homeschool students may take classes with CVA. Students taking CVA for full-time enrollment outside of Clay County must be released from their county of residence.

CVA offers full-time/part-time enrollment as a franchise of Florida Virtual School (FLVS~~), but also offers other full-time programs through other providers (local districts, virtual charter schools, and/or FLVS full time and flex)~~. Part-time classes are available ~~for students in 6 grade for any~~ to any 6-12th grade Clay County student. ~~who wishes to take additional classes and for~~ 4th Fourth and ~~5th~~ fifth grade students may also take part-time

classes if they have qualifying state assessment scores.~~who qualify based on state assessments.~~ Students may opt to take 7th or 8th period courses through Clay Virtual Academy ~~(a franchise of FLVS)~~ or FLVS for acceleration, original credit or grade forgiveness. For more information please see your ~~guidance~~ school counselor or cva.oneclay.net.

Secondary students who enroll directly with FLVS full-time ~~/Connections Academy~~ as a school choice option are no longer considered Clay County enrollees but may still participate in state test and extracurricular activities at their zoned schools.

Clay Virtual Academy is a school of choice and may not be able to accommodate all students.

- Clay County shall not deny access to any District approved online courses assuming that the desired online course(s) is an appropriate course placement based on the students' academic history, grade level, ability level and age appropriateness. This program is available to full-time and/or part-time students in virtual courses in 6-12 (F.S.1002.45); (inserted hyperlink)
- CVA offers numerous courses during the school year, including Honors courses and Advanced Placement (AP) courses. CVA course grades are accepted for credit and are transferable. CVA is considered part of the Clay County school system and has accreditation status AdvancEd and the courses are approved by the NCAA;
- ~~The student~~ Students may participate at their zoned school's graduation if at the time of enrollment during their senior year they are in good standing with the zoned school. Any student recommended for an alternative educational setting for disciplinary reasons may not participate in the commencement exercises at their zoned school; including students who enroll at CVA in lieu of the recommended alternative educational setting.

Applications for CVA are accepted only during open enrollment periods listed on the CVA website, cva.oneclay.net. Applications are considered without regard to age, disability, race, national origin, religion, or gender. The application process is to ensure, as fair as possible, that students will be successful in their academic work. Acceptance to CVA at any other time than an open enrollment period is only under extenuating circumstances and requires administrative and ~~guidance~~ school counselor approval. ~~No students may enroll or exit after Survey 2 until semester, nor after Survey 3.~~ Full-time enrollment for CVA is a year-long commitment. Full-time students can be released from CVA upon an academic review of course load, pacing, and weekly work requirements.

STUDENT CONTACT AND DROP POLICY

Only through continuous communication can students be successful in an online course. It is the student and parent's responsibility to ensure that both the VSA/FLVS platform and the synergy platform are updated with correct student and parent contact information at all times. Within each course the instructor outlines the weekly minimum work requirements. It is essential that the student and instructors maintain regular contact. To ensure that our students are aware of this commitment, the four-part process below will be

followed:

- If the student does not submit the expected numbers of assignment(s) within a period of seven (7) consecutive days, the student and parent(s) will receive ~~a phone call~~ correspondence from the instructor. ~~During the call~~ Through this correspondence, the student, parent(s), and teacher will work to resolve any issues that prevent the student from submitting an acceptable number of assignments each week.
- If the student does not submit the expected numbers of assignment(s) within a period of fourteen (14) consecutive days, the student and parent(s) will receive ~~a phone call~~ correspondence from the instructor. ~~During the call~~ Through this correspondence, the student, parent(s), and teacher will work to resolve any issues that prevent the student from submitting an acceptable number of assignments each week.
- If the student does not respond by submitting assignments within ~~fourteen (14)~~ twenty-one (21) days of the initial ~~phone call~~ correspondence, CVA will assume that the student does not intend to remain in the course, and the student will be administratively dropped from the course.
- An official final grade report will be emailed to the student. If the course withdrawal date falls within the grade period, a grade of "W" will be issued. After the grace period, a grade of "WP or WF" ~~(or failing grade if over 50% completed)~~ will be issued to their school transcripts.

Students from outside Clay County may enroll in CVA full or part time online programs.

Students are required to follow ~~a pace chart (secondary) or scheduler (elementary)~~ the pace chart for each of their courses. Students should commit 5-6 hours per week to each virtual course. If a student does not stay on pace, they are considered absent based on ~~pace/scheduler~~ this pacing and/or lack of weekly work submissions. This can impact attendance and future enrollment in the school. ~~If students do not maintain pace, working consecutively on required assignments, they will be withdrawn in the first 21 days of a course with no penalty. Even if a student is ahead of pace, weekly submission is required in each course. This is monitored closely by teachers and administration.~~ If a student cannot independently succeed in the virtual setting, it is in the best interest of the student to attend a traditional school where daily monitoring and assistance in time management and task completion can occur.

Students have a 21 day grace period starting from the course activation date to drop a course. Students must be on pace in each course in the first 21 days with passing grades or they will be withdrawn from their course(s) at that point. Students who do this will be withdrawn without a grade NG. Students who withdraw after the 21 day period will be issued a W/P or W/F~~, and if over 50% complete, a failing grade~~. When students add courses, the educational suitability and availability of courses will be considered before an

approval will be granted. Changes will only be considered in the first 21 days. If a student seeks to enter back into a class at their zoned school, class size caps established by the state may disallow that change. After the 21 day grace period, the student may have to complete the course online. Administrators and ~~guidance~~ school counselors will interpret this.

ENGLISH LANGUAGE LEARNERS (ELL) – (MOVED FROM ELEMENTARY & SECONDARY EDUCATION CHAPTERS)

The ~~ELL~~ ESOL Program is designed to meet the communication and academic needs of students whose native language is one other than English. These students will receive comprehensive instruction utilizing ELL strategies based on curriculum frameworks and guides that provide them equal access to appropriate instruction.

Placement

An ELL Committee, which is composed of the principal or designee, an ESOL/ELA teacher, a ~~guidance~~ school counselor, and any other personnel who may be responsible for the language instruction of the ELL, shall make recommendations concerning appropriate placement, along with the parent or guardian of the student being reviewed.

The program of study for English language learners is determined by the student's current level of English proficiency and academic potential as evidenced by transcripts, language screening, performance data, and/or age appropriate grade placement policies. (Rule 6A-6.904 F.A.C.)

Assessment

In accordance with federal mandates outlined in ESSA, all ELLs (K-12) must participate in the annual English language proficiency assessment ACCESS for ELLs in order to evaluate their progress in English language acquisition, and must also participate in statewide assessments, regardless of their Date of Entry.

Retention

Promotion or retention decisions will not be based solely on scores from any single assessment instrument. ELLs cannot be retained based on their lack of English proficiency alone. Retention of an English language learner is based on failure to meet requirements in reading, writing, science, social studies, and mathematics, based on:

- Academic performance and progress using assessment instruments in both English and their native language,
- Attendance, progress reports, and age of the student,
- Number of years the student has been enrolled in the ESOL program, and
- The student's current level of English language proficiency. (Rule 6A-1.09432 F. A. C.)

Exit Procedures

Students may be exited from the ESOL Program either by satisfying exit criteria or through the ELL committee, at which time they will remain on a monitored status for ~~two~~ four additional years.

EXCEPTIONAL STUDENT EDUCATION

EXCEPTIONAL STUDENT EDUCATION

Programs are available to students determined eligible for exceptional student education (3-21 years of age) as described in the Exceptional Student Education Policies and Procedures document which is approved by the Florida Department of Education and the School Board of Clay County. Referrals to the Student Services Team may be initiated by school personnel or parents. Special provisions regarding exemption from general statewide assessment are addressed in the student's Individual Educational Plan. Gifted education, for qualified students, is available K-12.

GRADUATION REQUIREMENTS FOR STUDENTS WITH DISABILITIES AND TYPES OF DIPLOMAS

The selection of a diploma option must take place at an Individual Educational Plan (IEP) meeting during the student's eighth grade school year or during the school year prior to the student becoming age 14, whichever comes first. Since the selection of a diploma option will have a significant impact upon the student's high school curriculum, the IEP team will collaborate with the student's parents/guardians to select the most appropriate diploma option. The IEP team will discuss specific course and credit requirements for each diploma option in order to make an informed decision. The diploma option selected at the IEP meeting is noted on the IEP. At each annual IEP meeting thereafter, the academic performance of the student in relation to the diploma option selected shall be addressed and the diploma recommendation reviewed. If, at any time, a change to the diploma option is recommended or requested, the change must be approved by the parent and is subject to verification of appropriateness by an independent reviewer. Copies of each IEP shall be given to the parents.

STANDARD DIPLOMA

ELIGIBILITY

~~All students with disabilities who entered 9th grade in 2014-15 must meet the requirements for a standard diploma in order to graduate. Note: Only students with disabilities who enrolled in grade nine (9) or higher prior to the 2014-15 school year and had an Individual~~

~~Education Plan indicating a selection of special diploma may earn a special diploma rather than a standard diploma.~~

REQUIREMENTS FOR GENERAL STANDARDS DIPLOMAS

The standard diploma will be awarded to any student who has satisfactorily completed the high school program and has met all local and state requirements for graduation. The standard diploma will be awarded to students who:

- Earn a passing grade on the required statewide assessment(s) or meet the waiver requirements.
- Successfully complete the required credits in grades 9-12. Students with disabilities must earn required credits in district approved education courses listed in the Course Code Directory in order to meet the credit requirements for a standard diploma. Students with disabilities may meet the elective credit requirements by earning credits in basic, vocational or exceptional student education courses as allowed by the standard diploma option selected.
- Attain the same cumulative grade point average required in the general education section of Student Progression Plan.

WAIVER OF STATEWIDE, STANDARDIZED ASSESSMENT RESULTS FOR STUDENTS WITH DISABILITIES

Section 1008.22(3)(c)1., Florida Statutes (F.S.), requires that school districts provide instruction to prepare students with disabilities to demonstrate satisfactory performance in the core content knowledge and skills necessary for successful grade-to-grade progression and high school graduation. Assessment results may be waived under specific circumstances for students with disabilities for the purpose of receiving a course grade and a standard high school diploma.

To be considered for a statewide, standardized assessment results waiver, the following criteria must be met:

- The student must be identified as a student with a disability, as defined in s. 1007.02, F.S.: The term "student with a disability" means a student who is documented as having an intellectual disability; a hearing impairment, including deafness; a speech or language impairment; a visual impairment, including blindness; an emotional or behavioral disability; an orthopedic or other health impairment; an autism spectrum disorder; a traumatic brain injury; or a specific learning disability, including, but not limited to, dyslexia, dyscalculia, or developmental aphasia.
- The student must have an individual educational plan (IEP).
- The student must have taken the statewide, standardized assessment with appropriate allowable accommodations at least once.
- In accordance with s. 1008.22(3)(c)2., F.S., the IEP team must make a determination of whether a statewide, standardized assessment accurately measures

the student's abilities, taking into consideration all allowable accommodations for students with disabilities.

Students with disabilities who choose to pursue the 18-credit, Academically Challenging Curriculum to Enhance Learning (ACCEL) option, may be eligible for a waiver of statewide, standardized assessment results as long as they meet all of the waiver requirements and the requirements for the ACCEL option.

Students pursuing a standard diploma with a scholar diploma designation are not eligible for a waiver. In order for a student to earn a scholar diploma designation, a student must meet the requirements of s. 1003.4285, F.S.

REQUIREMENTS FOR SPECIFIC STANDARD DIPLOMAS

For those who have selected a General Standard Diploma, the following additional options may be discussed at an IEP team meeting and selected if appropriate.

Standard Diploma via Access Courses: This diploma is ONLY available to students with significant cognitive disabilities who are enrolled in access courses. The following may considered:

- Substitution of eligible Career Technical Education (CTE) courses for required access courses. Eligible CTE courses are noted in the state course code directory.
- Modified expectations or outcomes to the CTE curriculum if CTE substitutions have been selected in lieu of required access courses.
- Waiver of the Florida Standards Alternate Assessment for the purpose of receiving a course grade and a standard high school diploma. If this option is recommended by the IEP team, the parent must approve it. In addition, a Graduation Portfolio must be developed in the area (reading, math, science) in which the waiver is granted.

Standard Diploma via Academic Courses and Employment Competencies: This may be considered when the IEP team has determined that mastery of both academic and employment competencies are the most appropriate way for the student to demonstrate skills. If this option is selected, an appropriate and signed Employment Transition Plan must be in place and separate from the IEP. Also, in addition to meeting the requirements noted for the general standard diploma, the IEP team may discuss and opt to substitute eligible Career Technical Education (CTE) courses for required core academic courses. Eligible CTE courses are noted in the state course code directory.

Standard Diploma Merit Designation, Standard Diploma Scholar Designation, Advanced International Certificate of Education, State of Florida High School Performance-Based Diploma, State of Florida High School Diploma, International Baccalaureate, Standard Diploma ACCEL 18 Credit Option: Specific requirements for each of these diploma types can be found in the Secondary Education section of this manual.

ESE SERVICES AND THE PROVISION OF FAPE

Under the Individuals with Disabilities Education Act, students with disabilities may receive public education services until their 22nd birthday. Students who have not graduated with a standard diploma or who have selected the option to defer the receipt of their standard diploma may receive services from the school district until their 22nd birthday.

CERTIFICATE OF COMPLETION

According to statute, a Certificate of Completion is awarded to any student with a disability who has met all requirements for graduation with a standard diploma, except for passing the Statewide Assessment Program. The awarding of a certificate of completion to students with disabilities does not prevent a student with a disability from pursuing a standard diploma. A student with disabilities may continue to pursue a standard diploma until his/her 22nd birthday.

DEFERRAL OF GRADUATION/RECEIPT OF STANDARD HIGH SCHOOL DIPLOMA

This applies only to students with disabilities pursuing a standard diploma during the school year in which the student is expected to graduate. [Students who receive a special diploma or a certificate of completion do NOT need to defer receipt of the special diploma or certificate in order to continue to receive FAPE.] The IEP team must review the benefits of deferring and describe in writing the services and programs available to the student who wishes to defer. The decision is made by the parent or the student if over age 18 during the year the student is expected to meet all of the requirements for a standard diploma, which is the senior year. Additionally, the decision to defer must be made by May 15 of the senior year. A student with a disability may only defer receipt of a standard diploma if:

- The IEP includes special education, transition planning, transition services, or related services through age 21 AND
- The student is enrolled in one or more of the following:
  - Accelerated college credit instruction (dual enrollment and early admission, advanced placement, and credit by examination)
  - Industry certification courses that lead to college credit (check with the Career-Technical Education department for courses that apply)
  - Collegiate high school program (International Baccalaureate program, or Advanced International Certificate of Education program)
  - Courses necessary to satisfy the Scholar designation requirements (the scholar designation requires satisfactory completion of additional academic courses and assessments; see fldoe.org for additional information)
  - A structured work-study program (any program that is designed to prepare the student for employment), internship, or pre-apprenticeship program (for students who are at least 16 years old).

GIFTED PROGRAM

A student is eligible for special instructional programs for the ~~G~~gifted from kindergarten through grade 12 if the student meets one of these criteria:

- The student demonstrates:
  - The need for a special program.
  - A majority of characteristics of ~~G~~gifted students according to a standard scale or checklist.
  - Superior intellectual development as measured by an intelligence quotient of two standard deviations or more above the mean on an individually administered standardized test of intelligence.
- The student is a member of an underrepresented group and meets the criteria specified in an approved school district plan for increasing the participation of underrepresented groups in programs for students who are ~~G~~gifted. Underrepresented groups are defined in Rule 6A-6.03019, F.A.C., as students with limited English proficiency or students from low socio-economic status families.

When a student is determined eligible for this program, an Educational Plan (EP) is developed. In grades K-6, Clay County District Schools utilizes the research based Gifted Enrichment Model as the best way to meet the depth and complex needs of elementary students who are ~~G~~gifted. In grades 7-8, junior high schools may utilize academic content courses or provide support facilitation. Students who are ~~G~~gifted articulating from grade 8 to 9 will have an Educational Plan articulation meeting to address appropriate services.

In order to ensure that Exceptional Student Education Services are provided for all students who are ~~G~~gifted, the following principles should guide decision making:

- The ~~Educational Plan (~~EP~~)~~ drives the ~~G~~gifted service; students must attend the ~~G~~gifted class, or receive the ~~G~~gifted services, as they do any other required instruction. Participation in ~~G~~gifted classes cannot be used as a reward.
- The Educational Plan identifies the amount of time a student receives instruction with the ~~G~~gifted teacher. If any changes are needed to the ~~Educational Plan~~ EP, individual EP meetings must be held (including the parent/guardian) to address the changes. The changes must be described in Present Level of Educational Performance.
- Students who attend ~~G~~gifted ~~E~~enrichment classes are responsible for concepts covered in their general education class. The general education teacher should try to schedule critical lectures, presentations of new material, and tests at a time when the ~~G~~gifted students are present. Any critical material covered when the ~~G~~gifted students are receiving their required ~~G~~gifted service will be provided to students upon their return to class.
- Students who are ~~G~~gifted attending an enrichment class are NOT required to make up classwork or homework missed while participating in activities with the ~~G~~gifted teacher. Additionally, missed classwork must not be assigned as homework. However, the students may be held responsible for key concepts covered during their absence.

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- Middle school students who attend a ~~G~~gifted class for content instruction receive their grade for that subject from the ~~G~~gifted teacher.
- In order to be considered an ESE service, all ~~G~~gifted classes (~~E~~enrichment classes at elementary school or ~~G~~gifted academic content courses at the junior high school) must be taught by a ~~G~~gifted ~~E~~endorsed ~~T~~teacher and the classes must be comprised of only students who are ~~G~~gifted.

SECTION 504 ELIGIBILITY

A 504 Accommodation Plan is guided by the Americans with Disabilities Act (ADA) to ensure that a student with a disability has access to accommodations that improve academic functioning. In order to become eligible under Section 504, a student must be determined to: (1) have a physical or mental impairment that substantially limits one or more major life activities; or (2) have a record of such an impairment; or (3) be regarded as having such an impairment. The 504 eligibility determination process involves a referral and a 504 evaluation conducted by a school-based team.

CLASSROOM ACCOMMODATIONS FOR SECTION 504 AND ESE

Students eligible for ESE ~~and~~ or 504 ~~students~~ plans should receive classroom accommodations as listed in their IEP or 504 Plan. Accommodations are implemented in all general education courses, Career and Technical Education (CTE) courses and programs of study as needed to assure students the opportunity to meet requirements for course completion and high school graduation requirements for a standard diploma. The appropriate accommodations shall be determined on the basis of the assessed needs of the student and shall be reflected in his/her IEP or 504 plan. Accommodations to these courses shall not include modifications to the student performance standards.

DISTRICT AND STATEWIDE ASSESSMENT ACCOMMODATIONS

Allowable district and state standardized assessment accommodations should be considered by the IEP or 504 plan team at annual ~~IEP~~ reviews. Note that only allowable accommodations approved by any specified standardized assessments~~,~~ are permissible. Parents and students should be made aware that there may be accommodations used in the classroom that are not permissible on standardized assessments.

Teachers are to use appropriate testing accommodations, identified on the IEP or 504 plan, for ~~a~~ eligible students ~~with disabilities~~ in all situations.

~~**FLORIDA STANDARDS ALTERNATE ASSESSMENT FOR ESE STUDENTS WITH SIGNIFICANT COGNITIVE DISABILITIES**~~ **DELETED – DUPLICATE INFORMATION – SEE ASSESSMENT SECTION**

~~**Participation Guidelines:**~~

~~All Florida students participate in the state's assessment and accountability system. The Florida Standards Alternate Assessment (FSAA) is designed for students whose~~

participation in the general statewide assessment program (Florida Standards Assessments, Statewide Science Assessment, Next Generation Sunshine State Standards End-of-Course Assessments) is not appropriate, even with accommodations. The FSAA measures student academic performance on the Access Points in Llanguage Aarts, Mmathematics, and Sscience, and Ssocial Sstudies. Access Points are academic expectations written specifically for students with significant cognitive disabilities. They reflect the essence or core intent of the standards that apply to all students in the same grade, but at reduced levels of complexity.

Per section 1008.22, Florida Statutes, and Rule 6A-1.0943 F.A.C., only students with significant cognitive impairment are eligible to participate in the FSAA program. Therefore, students with a primary disability category of SLD must not participate in the FSAA program and subsequently should not be enrolled in access courses that align to the FSAA program.

The decision for a student with a disability to participate in the statewide alternate assessment is made by the Individual Educational Plan (IEP) team and recorded on the IEP. The IEP team should consider the student's present level of educational performance in reference to the Florida Standards Assessments and Next Generation Sunshine State Standards Assessments. All of the following criteria must be met:

- The student has a significant cognitive disability.
- Even with appropriate and allowable instructional accommodations, assistive technology or accessible instructional materials, the student requires modifications to the grade-level general state content standards as defined in rules 6A-6.03411(1)(z) and 6A-1.09401 of the Florida Administrative Code (F.A.C.).
- The student requires direct instruction in academic areas of English lLanguage aArts, math, social studies and science, based on access points, in order to acquire, generalize and transfer skills across settings.
- The parent must sign consent in accordance with Rule 6A-6.0331(10), F.A.C.

If the student meets all of the criteria for alternate assessment, the student should be enrolled in access courses and the Florida Standards Alternate Assessment should be used to provide a meaningful evaluation of the student's current academic achievement.

If the student does not meet the criteria, the student should be instructed in general education courses and participate in the general statewide standardized assessments with or without accommodations as appropriate.

Student performance is assessed four levels of achievement. For all grade levels and content areas, the minimum scale score in Achievement Level 3 is identified as the passing score. The four achievement levels are:

Level 1 Students at this level do not demonstrate an adequate level of success with the Florida Standards Access Points.

~~Level 2 Students at this level demonstrate a limited level of success with the Florida Standards Access Points.~~

~~Level 3 Students at this level demonstrate a satisfactory level of success with the Florida Standards Access Points.~~

~~Level 4 Students at this level demonstrate an above satisfactory level of success with the Florida Standards Access Points.~~

~~NOTE: Access courses can **only** be used for students with significant cognitive disabilities who are eligible for alternate assessment. Determining the specific benchmarks within each strand and the functional level(s) applicable to a student shall be the responsibility of the IEP Committee. It is expected that only students with the most significant cognitive disabilities who are eligible under IDEA will participate in the FSAA.~~

HOSPITAL/HOMEBOUND

This program is available to K-12 students and PreK Exceptional Student Education students who are physically or emotionally too ill to attend school~~.~~, ~~and~~ demonstrate a need for specialized instruction. These students may continue their academic instruction in the home or in the hospital. Eligibility is determined by an attending physician or psychiatrist certifying that the student is non-contagious and expected to be in a home/hospital program for fifteen (15) school days or longer, or has a chronic condition requiring extended absence.

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STUDENT PROGRESSION PLAN

2021- 2022

DAVID S. BROSKIE
SUPERINTENDENT OF SCHOOLS
SCHOOL DISTRICT OF CLAY COUNTY

JANICE KEREKES	**DISTRICT 1**
BETH CLARK	**DISTRICT 2**
TINA BULLOCK	**DISTRICT 3**
MARY BOLLA	**DISTRICT 4**
ASHLEY GILHOUSEN	**DISTRICT 5**

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INTRODUCTION

The purpose of this document is to present to school personnel, parents, students, and other interested citizens the Board Rule the administrative procedures required in state legislation. It is the intent of the Legislature that each student's progression from one grade to another be determined, in part, upon proficiency in reading, writing, science, and mathematics; that district school board policies facilitate such proficiency; and that each student and his or her parent be informed of that student's academic progress.

Florida Statute 1008.25 states:

Each district school board shall establish a comprehensive plan for student progression which must provide for a student's progression from one grade to another based on the student's mastery of the standards.

FLORIDA STATE STANDARDS

Student Performance Standards in Florida are defined as the K-12 Academic Standards for the State of Florida, inclusive of the Next Generation Sunshine State Standards, and establish the core content of the curricula to be taught and specify the core content knowledge and skills that K-12 public school students are expected to acquire. The standards are rigorous and reflect the knowledge and skills students need for success in college and careers. The standards and benchmarks describe what students should know and be able to do at grade level progression for kindergarten to grade 8 and in grade bands for grade levels 9-12.

GENERAL PROCEDURES FOR PROMOTION, SPECIAL ASSIGNMENT AND PLACEMENT

Student promotion in the Clay County District Schools is based upon an evaluation of each student's progress toward meeting the appropriate grade level expectations. Decisions regarding promotion and retention should be based on consideration of the following:

> Progress tests, classroom assignments, daily observations, standardized tests, state assessment, mastery of Course Performance Standards/Grade Level Expectations, district competencies and objectives and other data, as appropriate or required. Responsibility for determining each student's level of performance and ability to function academically, socially and emotionally at the next academic level, is that of the classroom teacher, subject to the review and final approval of the principal.

Students who do not satisfactorily achieve established objectives for the grade or course to which they are assigned, may be assigned to the same grade for the next school year or given alternative assignment. The areas of reading, writing, mathematics and science must be assessed with the use of District performance measures, testing, teacher observation,

classroom assignments and state assessment measures. The purpose is to provide assistance to students who do not meet district and state expectations for proficiency in English Language Arts (ELA), science and mathematics and/or to improve behavior and attendance by way of interventions. The plan may include one or more of the following activities as considered appropriate by the school administration: Tier I (core supports); Tier II or Tier III interventions that may include, small group interventions within the school day; accommodations to support academic/behavioral/social emotional progress, extended day services; tutoring; scheduling of classes to focus on only a few subjects needing remediation or emphasis (ELA; science and/or mathematics); consideration for ESE services; behavior contracts, attendance improvement plans, and other remedial activities as determined by the school district. A student's level of proficiency in the areas of reading, writing, and mathematics must be reviewed and the student's progression must be based, in part, upon this proficiency. Science proficiency was added in 1999 with statewide measurement beginning in 2003. Students not meeting desired levels of proficiency as determined by the district and/or as evidenced by the results of state mandated tests are to be provided remedial instruction designed to foster their progress toward mastery of essential concepts and required standards. If mastery is not achieved, remediation may be provided through, but not limited to, one or more of the following: summer school coursework (grades 6-12) or intensive skill development, extended day or school year services/academic tutoring, parent tutorial programs, mentoring, contracted academic services (previously approved), modified curriculum, exceptional education services, class size reduction, and suspension of other curriculum offerings in areas other than reading, writing, and mathematics or in those subjects specifically required for graduation in grades 9-12.

Retention of students must be considered if the student has been provided remedial instruction and upon reassessment falls below determined cutoff points on the district criteria for retention or on assessments as prescribed by the state. It is the intent of the school district that students should be retained as little as possible during the elementary and junior high school years. Students must not be retained without documentation that remediation was provided in a timely and comprehensive manner as documented by either the student's Multi-Tiered System of Supports (MTSS) Intervention Plan or the student's IEP.

Students scoring a Level 1 on the statewide assessment test in reading for grade 3 must be retained. It should be noted that no social promotion/Administrative placement (1008.25(6)(a) F.S.) is allowed. Florida statutes prohibits the assignment of a student to a grade level based solely on age or other factors that constitute social promotion, administrative placement or placement at the next grade level without regard for student mastery of the appropriate Florida Standards.

STATEWIDE STUDENT ASSESSMENT PROGRAM

All students must participate in statewide assessment tests at designated grade levels as required by S.1008.22 F.S. The primary purposes of the student assessment program are to provide information needed to improve the public schools by enhancing the learning

gains of all students and to inform parents of the educational progress of their public school children. The program must be designed to:

- Assess the annual learning gains of each student toward achieving the Florida Standards or Next Generation Sunshine State Standards appropriate for the student's grade level.
- Provide data for making decisions regarding school accountability and recognition.
- Identify the educational strengths and needs of students and the readiness of students to be promoted to the next grade level or to graduate from high school with a standard diploma.
- Assess how well educational goals and curricular standards are met at the school, district, and state levels.
- Provide information to aid in the evaluation and development of educational programs and policies.
- Provide information on the performance of Florida students compared with that of other students across the United States.

GENERAL PROCEDURES FOR DROPOUT PREVENTION PROGRAMS AND ACADEMIC INTERVENTION PROGRAMS

Dropout prevention and academic intervention programs may differ from traditional education programs and schools in scheduling, administrative structure, philosophy, curriculum, setting and learning activities, and/or diagnostic and assessment procedures in eligible students as required by S.1008.22 F.S. The educational program shall provide services which support the program goals and lead to improved discipline. Any other provision of law to the contrary, no student shall be identified as being eligible to receive services funded through the dropout prevention and academic intervention program based solely on the student being from a single-parent family.

Students in grades 1-12 shall be eligible for participation in these programs based upon the following Early Warning System criteria:

- The student is academically unsuccessful as evidenced by low test scores, retention, failing grades, low grade point average, falling behind in earning credits, or not meeting the state or district proficiency levels in reading, mathematics, or writing.
    - Course failure in English Language Arts or mathematics during any grading period. A Level 1 score on the statewide, standardized assessments in English
    - Language arts or mathematics or, for students in kindergarten through grade 3, a substantial reading deficiency under s. 1008.25(5)(a).
- The student's attendance below 90 percent, regardless of whether absence is excused or a result of out-of-school suspension.
- The student has one or more suspensions, whether in school or out of school.
- The student has a pattern of excessive absenteeism or has been identified as a habitual truant.
- The student has a history of disruptive behavior in school or has committed an

offense that warrants out-of-school suspension or expulsion from school according to the district school board's code of student conduct. For the purposes of this program, "disruptive behavior" is behavior that:

- Interferes with the student's own learning or the educational process of others and requires attention and assistance beyond that which the traditional program can provide or results in frequent conflicts of a disruptive nature while the student is under the jurisdiction of the school either in or out of the classroom; or
- Severely threatens the general welfare of students or others with whom the student comes into contact.

- The student is identified by a school's early warning system pursuant to s. 1001.42(18)(b).
- "Second chance schools" means district school board programs provided through cooperative agreements between the Department of Juvenile Justice, private providers, state or local law enforcement agencies, or other state agencies for students who have been disruptive or violent or who have committed serious offenses. As partnership programs, second chance schools are eligible for waivers by the Commissioner of Education from State Board of Education rules that prevent the provision of appropriate educational services to violent, severely disruptive, or delinquent students in small nontraditional settings or in court-adjudicated settings.

Each district may establish dropout prevention and academic intervention programs at the elementary, middle, junior high school, or high school level. Programs designed to eliminate patterns of excessive absenteeism or habitual truancy shall emphasize academic performance and may provide specific instruction in the areas of technical education, pre-employment training, and behavioral management. Such programs shall utilize instructional teaching methods appropriate to the specific needs of the student.

Each school district shall establish procedures for ensuring that teachers assigned to dropout prevention and academic intervention programs possess the effective, pedagogical, and content-related skills necessary to meet the needs of these students.

Each district providing a program for dropout prevention and academic intervention program pursuant to the provisions of this section shall maintain for each participating student records documenting the student's eligibility, the length of participation, the type of program to which the student was assigned or the type of academic intervention services provided and an evaluation of the student's academic and behavioral performance while in the program. The school principal or his/her designee shall prior to placement in a dropout prevention and academic intervention or the provision of an academic service, provide written notice of placement or services by certified mail, return receipt request, to the student's parent, guardian, or legal custodian. The parent, guardian, or legal custodian of the student shall sign an acknowledgment of the notice of placement or service and return the signed acknowledgment to the principal within 3 days after receipt of the notice. The parents or guardians of student assigned to such a dropout prevention and academic intervention program shall be notified in writing and entitled to an administrative review of any action by school personnel relating to such placement.

MILITARY FAMILIES AND TRANSFERS

The "Interstate Compact on Educational Opportunity for Military Children" was implemented to accommodate children from military families who have been transferred from one state to another. The purpose of the "Compact" is to make this transition as seamless as possible. The "Compact" applies to active members of the uniformed services, members or veterans of the uniformed services who are severely injured and medically discharged or retired for a period of one year after medical discharge or retirement, and members of the uniformed services who die on active duty or as a result of injuries sustained on active duty for a period of one year after death.

TRANSFER OF EDUCATIONAL RECORDS AND ENROLLMENT

In the event that official educational records cannot be obtained by the parent, the sending school will furnish a complete set of "unofficial educational records." When the receiving school obtains these records, the student will be enrolled and appropriately placed pending validation by the official records. Copying fees will not exceed the reasonable cost of reproduction. If necessary;

- Upon enrolling the student, the receiving school will request official records from the sending school. Upon receipt of this request, the school will furnish the records within three (3) school days (not including staff holidays);
- Immunization records must be provided at the time of enrollment;
- Students should be allowed to continue their enrollment at the grade level in which they left the previous state regardless of age (including kindergarten). If the student(s) successfully completed a grade level in the sending state, they should be enrolled in the next highest grade level in the receiving state, regardless of age;
- Any student who transfers from an out-of-state public school and does not meet regular age requirements for admission to the receiving school will be admitted upon presentation of the information provided by the educational records. If transferring from an out-of-state nonpublic school and does not meet regular age requirements of the receiving school, the student will be admitted if the student meets age requirements for public schools within the state from which he or she is transferring and if the student's academic credit is acceptable under rules of the receiving school board. To be admitted into the receiving school, the transferring student must provide the following:
    - Official military orders showing that the military member was assigned to the state in which the child was previously enrolled and attended school. If the child was residing with a legal guardian and not the military member, a copy of the family care plan or proof of guardianship will be provided;
    - An official letter or transcript from the school authorities of the sending school showing attendance, academic and grade placement information;
    - Documented evidence of immunization;
    - Evidence of date of birth.
- When the student transfers before or during the school year, the receiving school will initially honor placement of the student in educational courses based on the student's enrollment in the sending state/school or based on the educational

assessment conducted at the sending school. Continuing the student's academic program from the previous school should be paramount when considering placement. The receiving school may conduct further evaluations to ensure appropriate placement;

- In compliance with IDEA, the receiving school will initially provide comparable services to a student with disabilities based on his/her current "Individualized Education Program" (IEP) and make reasonable accommodations and modifications for incoming students with disabilities, subject to an existing 504 Plan, in order to provide the student with equal access to education. The receiving school may then perform subsequent evaluations to ensure appropriate placement and services;
- School districts shall have flexibility in waiving course/program prerequisites for placement in courses/programs.

ABSENCE AS RELATED TO DEPLOYMENT ACTIVITIES

- A student whose parent/legal guardian is an active duty member of the uniformed services and has been called to duty for, is on leave from, or immediately returned from deployment to a combat zone or combat support posting, will be granted additional excused absences at the discretion of the Superintendent or Principal to visit with his or her parent/legal guardian.

GRADUATION OF CHILDREN FROM MILITARY FAMILIES

In order to facilitate the on-time graduation of children of military families, schools will incorporate the following procedures:

- Waive specific course requirements for graduation if similar coursework has been satisfactorily completed in the sending school OR will provide reasonable justification for denial. If a waiver is not provided to a student who would qualify to graduate from the sending school, the receiving school will provide an alternative means of acquiring coursework for that graduation to occur on time;
- Exit exams: Receiving schools will accept any of the following testing information:
  - Exit or end-of-course exams required for graduation from the sending state;
  - National norm-referenced achievement tests;
  - Alternative testing in lieu of testing requirements for graduation in the receiving state.
- Students transferring under the "HOPE Scholarship Program" are eligible for all programs offered by the District or a school.
- In case a student transfers during their senior year and is ineligible to graduate from the receiving school after all alternatives have been considered, the two schools will communicate to ensure the receipt of a diploma from the sending school if the student met the graduation requirements from that school.
- Clay Virtual Academy students from military families that move from Clay County but maintain residency in Florida and a mailing address in Clay county that is checked regularly may remain enrolled in Clay Virtual Academy. Due to onsite state testing requirements, most will want to continue enrollment as a homeschooled student.

ELIGIBILITY

- Special power of attorney, relative to the guardianship of a child of a military family and executed under applicable law will be sufficient for the purpose of enrollment and all other actions requiring parental participation and consent;
- A transitioning military child who is placed in the non-custodial parent or other person standing in loco parentis, may continue to attend the school in which they are enrolled while residing with the custodial parent;
- The school will make every effort to obtain eligibility privileges for extracurricular activities, regardless of application deadlines, working in conjunction with the state high school athletic association, to the extent they are otherwise qualified.

OVERSIGHT, ENFORCEMENT AND DISPUTE RESOLUTION

Please refer to the "Interstate Compact on Educational Opportunity for Military Children" for information related to disputes or controversies. In addition, contact the Clay County District Schools with questions pertaining to this subject.

ATTENDANCE

Florida Law (Section 1003.21, Florida Statutes) states that all children who are either six years of age, who will be six years old by February 1 of any school year, or who are older than six years of age but who have not attained the age of 16 years, must attend school regularly during the entire school term.

The "Every Student Succeeds Act" changes the focus of attendance. Instead of focusing on Truancy, the focus is narrowed to Chronic Absences. There has been a shift from punitive measures to preventive and supportive interventions. The process is driven by data which ensures accountability. A multi-tiered model of interventions should be established in each school. Tier one interventions should be implemented school-wide and can include contests, recognition of good/improved attendance etc. Tier two interventions are teacher/classroom based, and Tier three interventions are implemented by a multidisciplinary team. Once Tier one and Tier two interventions have been implemented for attendance without improvement, a referral should be made to the multidisciplinary team. The team should schedule a meeting with and obtain input from the teacher. The parent and the student will be invited to the intervention meeting. The intervention team should have regular meetings. These meetings not only provide prevention and intervention, but follow-up meetings are held to check-in on prior attendees. The goal of the team is to develop a plan to help the student become more successful by utilizing strategies specific to each student including, but not limited to:

- Changes in the learning environment
- Implementation of an incentive plan
- Mentoring
- Student/family counseling
- Tutoring
- Evaluation of credits, and alternative educational options

- Attendance contracts
- Agency referrals
- Remediation plan to help the student with make-up work

For the intervention plan to be successful, the plan must be achievable. If the team determines it is appropriate to accept make-up work for unexcused absences, the Principal or Designee will seek input from the team, including the teacher and make a final determination. The intervention plan and the student's response should be monitored. If the team has concerns, there should be discussion about what is working and what needs to be re-addressed. Referring the student for consequences should not be considered until all resources have been exhausted. The decision to proceed with a CINS (Children in Need of Service) petition or Referral to the Truancy Arbitration Program is a decision the intervention team will make when the members agree that a referral should be made.

HABITUAL TRUANCY

"Habitual truant" means a student who has 15 unexcused absences within 90 calendar days with or without the knowledge or consent of the student's parent, is subject to compulsory school attendance under s.1003.21(1) and (2) (a), and is not exempt under s.1003.21 (3) or s.1003.24, or by meeting the criteria for any other exemption specified by law or rules of the State Board of Education. Such a student must have been the subject of the activities specified in s.1003.26 and s.1003.27 (3), without resultant successful remediation of the truancy problem before being dealt with as a child in need of services.

Truancy Procedures: If a student has had at least five (5) unexcused absences, or absences for which the reasons are unknown, within a calendar month or 10 unexcused absences, or absences for which the reasons are unknown, within a 90-calendar day period, Tier 2 interventions should be implemented. If these are not successful, primary teacher shall report to the school Principal or his or her designee that the student may be exhibiting a pattern of nonattendance. F.S.1003.26.

The multidisciplinary team shall be diligent in facilitation intervention services and shall report the child to the Superintendent only when all reasonable efforts to resolve non-attendance behavior are exhausted. F.S. 1003.23(1)(d).

If the parent or guardian in charge of the student refuses to participate in the remedial strategies because he or she believes that those strategies are unnecessary or inappropriate, the parent or guardian in charge of the student may appeal to the school board. F.S.1003.26(1)(e).

If the board's final determination is that the strategies of the multidisciplinary Team are appropriate, and the parent or guardian in charge of the student still refuses to participate or cooperate, the Superintendent may seek criminal prosecution for non-compliance with compulsory school attendance. s. 1003.26(1)(e), F.S

If nonattendance continues after the implementation of intervention strategies, the Superintendent or designee shall file a CINS petition, defined in s.984.15, F.S. The school representative, a parent, law enforcement, a court, or the DJJ shall initiate a referral to a CINS provider or a case staffing committee established pursuant to s. 984.12, F.S., and procedures established by the district school board. The purpose of the referral to CINS is to secure prevention services for a habitually truant student and the family (F.S.1003.27(3). Prior to the filing of the CINS petition, reasonable time must be allowed to complete interventions to remedy conditions contributing to the truant behavior and must comply with the requirements of F.S.1003.26.

EXCUSED/UNEXCUSED ABSENCES

An absence from school under the following circumstances shall be considered excused:

- With permission – The absence was with the knowledge and consent of the principal of the school, which the student attends.
- Sickness, injury or other insurmountable condition – Attendance was impracticable or inadvisable on account of sickness or injury, or impracticable because of some other stated insurmountable condition.
- Absence for religious instruction or holidays – A student with the written consent of his or her parent/guardian shall be excused from attendance in school on a particular day or days, or at a particular time of day, and shall be excused from any examination, study or work assignment at such time to participate in religious instruction, for observance of a religious holiday or because tenets of his or her religion forbid secular activity at such time. The principal shall reserve the right to refuse a student's request for released time, if according to the provisions of the district's student progression plan:
    - The student is not enrolled in sufficient courses to allow for the student's promotion or graduation, and thus the released time would not be equivalent to an optional period.
    - The student's grades/academic progress is insufficient to allow for the student's promotion or graduation. Absences approved for religious reasons do not affect perfect attendance.
- Absences due to head lice will be excused, up to 2 days per incident and for a total of 10 days per school year. After a student has accumulated 10 excused absences due to head lice during a school year, further absences due to head lice will be considered unexcused. Unusual circumstances may be addressed by the principal to go beyond these 10 days for excused absences.

It is the responsibility of the parent/guardian to provide a written statement to the school explaining the absence within three (3) school days following the return of the student to school.

If a student is continually sick and repeatedly absent from school, he or she must be under the supervision of a physician in order to receive an excuse from attendance. Such excuse provides that a student's condition justifies absence for more than 5 days per grading

period/10 days per semester/20 days per year. The principal of the school shall determine when it is necessary to require a physician's statement from the student's medical provider and required the parent/guardian to provide a copy to their child's school within a reasonable period of time as determined by the principal or designee.

An absence from school under the following circumstances may be considered unexcused:

- The absence was without the parent/guardian's knowledge, consent or connivance.
- Permission for the absence was requested but denied by the principal of the student's school.
- No written statement of the absence from the parent/guardian has been received by the school explaining the reason for the absence within three (3) school days following the return of the student to schools.

The principal has administrative discretion in cases of excessive absences to reject a written note and consider the absence as unexcused when absences are seriously impacting academic progress, with the exception of sickness, injury or insurmountable conditions.

Accumulated unexcused tardy and early departure time equivalent to one full school day may be counted as one unexcused absence in the total number of unexcused absences required for possible legal action.

Missed instructional time due to tardiness and early departures shall be accumulated as excused or unexcused using the same policies as for absent days.

Excused absences are: religious instruction/holidays, sickness, injury or other insurmountable conditions, absence for medical, clinical or therapeutic treatment of autism spectrum disorder, or absences due to participation in an academic class or program or as otherwise excused by the principal.

Students who have excused absences must be allowed to **make up missed work**. If a student has excessive absences, then he/she must demonstrate mastery of the student performance standards. Students who are absent with an excused absence on the day that a paper, project, test or other major assignment is due will be allowed to turn in the assignment or take the test/examination without academic penalty. Work assigned prior to the absence is due the day the student returns. Work assigned during the absence will be due in the amount of time equal to the number of days absent unless an intervention plan is established which indicates otherwise.

For unexcused absences, including out of school suspension, work assigned or tests that cover instruction prior to the unexcused absence must be taken and graded. Work assigned and due during the time of an unexcused absence may be accepted for credit at the discretion of the teacher. If the team determines it is appropriate to accept make-up work for unexcused absences, the Principal or Designee will seek input from the team, including the teacher and make a final determination.

Attendance for CVA is documented as follows:

- Students in grades K-5 must follow pace chart for each week;
- Students in grades 6-12 must stay on pace for each week (minimum of 5% per week);
- Any day a K-5 student does not log in is considered an absence if coursework is not up to date;

The Learnfare program requires children of cash assistance recipients to attend school regularly or they risk having their cash assistance reduced. (SDCC 4.54)

Per School Board Policy, Perfect Attendance is awarded to students that have been neither absent nor tardy. Perfect attendance will be awarded to those students who have been present in school every day, with **no absences or tardies**. To prevent parents from sending their child to school and then checking them out 30 minutes later, a student checked out prior to 10 a.m. will be considered as absent for purposes of "perfect attendance". If a student is checked out after 10:00 a.m. they are considered present and "perfect attendance" is not affected. (SDCC Policy 4.02 G)

ELEMENTARY EDUCATION (K-6)

ADMISSION AND DISTRICT REQUIREMENTS

Kindergarten (F.S. 1003.21)
Any child who has attained the age of five years on or before September 1 will be admitted to kindergarten at any time during that school year. **NO PROVISION FOR EARLY ADMISSION TO KINDERGARTEN EXISTS**.

First Grade (F.S. 1003.21)
Any child who has attained the age of six years on or before September 1 will be admitted to first grade if kindergarten has been successfully completed. Successful completion of kindergarten will be defined as:

- Enrollment in a public school; or
- Satisfactory completion in a nonpublic kindergarten program as evidenced by a report card or letter from the principal of the previous school or the Verification of Entrance to First Grade form verifying completion under Florida Statute 1003.21. **NO PROVISION FOR EARLY ADMISSION TO FIRST GRADE EXISTS**.

First Entry to the Clay County District Schools
Before admitting a student to Florida schools for the first time, the school must have documentation required by Florida Statutes and the Clay County School Board policy/procedures:

- Proof of date of birth for kindergarten and grade one students. (F.S. 1003.21) If an official birth certificate for the student cannot be obtained by the parent/guardian, the following may be accepted in the order set forth in Florida Statute 1003.21:
    - A duly attested transcript of a certificate of baptism showing the date of birth and place of baptism of the child, accompanied by an affidavit sworn to by the parent;
    - An insurance policy on the child's life that had been in force for at least two years;
    - A bona fide contemporary religious record of the child's birth accompanied by an affidavit sworn to by the parent;
    - A passport or certificate of arrival in the United States showing the age of the child;
    - A transcript of record of age shown in the child's school record of at least four years prior to application, stating date of birth; or
    - If none of these evidences can be produced, an affidavit of age sworn to by the parent, accompanied by a certificate of age signed by a public health officer or by a public school physician.

A homeless child, as defined by F.S. 1003.01, shall be given temporary exemption for 30 days.

- A certificate showing a school entry health examination performed within one year prior to enrollment. Exemptions will be granted on religious grounds upon receiving written request from parents or guardian stating objections to the examination. (F.S. 1003.22)
- A Florida Certificate of Immunization, DH680 form and DH681 (Religious Exemption) are the only acceptable immunization certificates for admittance grades PreK-12. Required immunizations include (F.S. 1003.22):
    - Four or five doses of diphtheria-tetanus-pertussis (DTaP) vaccine
    - Two or three doses of hepatitis B (HepB) vaccine
    - Three, four, or five doses of polio vaccine *
    - Two doses of measles-mumps-rubella (MMR) vaccine
    - Two doses of varicella vaccine for K-8 **
    - Two doses of varicella vaccine for grades 10-12

      *If a fourth dose of vaccine is administered prior to fourth birthday, a fifth dose of polio vaccine is required for kindergarten entry only.

      **Varicella vaccine is not required if varicella disease is documented by health care provider.
- An official letter or transcript from proper school authority which shows record of attendance, academic information, and grade placement of student.
- Social Security Number (District request)

DRAFT

TRANSFER DISTRICT REQUIREMENTS

Elementary grade placement of transfer students to the district shall be in accordance with the requirements as stated in F.S. 1003.21 and F.S. 1003.22 and will be subject to the following conditions (this includes HOPE Scholarship Program transfers):

In-State Transfers from Nonpublic Schools to Kindergarten
Students transferring from a nonpublic Florida Kindergarten to the Clay County District Schools must provide:

- Evidence of date of birth (five years of age on or before September 1)
- Proof of immunization
- Evidence of medical examination performed within the last twelve months and
- Social Security Number (District request)

In-State Transfers from Nonpublic Schools to First Grade
Pupils transferring from a nonpublic first grade must provide:

- Evidence of successful completion of kindergarten in a nonpublic Florida school
- Evidence of date of birth (six years of age on or before September 1)
- Evidence of medical examination performed within the last twelve months
- Proof of immunization and
- Social Security Number (District request)

Underage Out-of-State Transfers to Kindergarten and First Grade from Public and Nonpublic Schools
Entry into kindergarten and first grade, by out-of-state transfer students, who do not meet regular age requirements for admission to Florida Public Schools, shall be based on **their previous state's age requirements for entrance into public schools** and shall be in accordance with Florida Administrative Rule 6A 1.0985.

Any student who transfers from an out-of-state public or nonpublic school shall be admitted upon presentation of the following data:

- An official letter or transcript from proper school authority which shows record of attendance, academic information, and grade placement of the student
- Evidence of immunization against communicable diseases as required by F.S. 1003.22 on a Florida 680 or 681
- Evidence of date of birth in accordance with F.S. 1003.21
- Evidence of medical examination performed within the last twelve months and
- Social Security Number (District request)

Home Education Program Entry or Reentry (FS 1003.21/1002.41)
When a student is transferring into Clay County District Schools from a home education program, the child must meet all district and state entrance qualifications. Temporary grade

placement will be based on the following variables:

- Age and maturity;
- Standardized achievement test results;
- Previous record in public and private schools which include state assessments and;
- Evidence of work and achievement while in home education

Final grade placement will be determined by the principal at the end of four weeks **(6A 1.09)**

Assigning Grades to Transferring Students
When students transfer from one school to another, the sending school is required to send all grades earned during the current grading period **regardless of days enrolled**.

Transfers from one CCSD elementary school to another will be through the Student Information System.

Assigning Report Card Grades
Receiving schools shall assign progress report grades when the student has been enrolled in the school fifteen (15) or more days. The primary responsibility for assigning grades rests with the teacher subject to approval by the principal.

In no way will an academic penalty be used for a "code of conduct" violation with the exception of cheating or plagiarism.

Conversion Chart (Grades 3-6)
If a transfer student does not have numeric grades available, the following conversion chart can be used for averaging purposes:

A+ = 100	A = 95	O = 95
B+ = 89	B = 85	S = 80
C+ = 79	C = 75	N = 75
D+ = 69	D = 65	U = 59
	F = 55	

Grades earned outside of the School District of Clay County should be averaged to obtain the year's average using the conversion chart. A notation in the comment section should denote grades and where they were earned.

Change of Class/Courses of Clay County Students
A parent may request a transfer of their child(ren) to another classroom teacher within the same grade or course at any time during the year based on (1) the teacher's out-of-field certification status or (2) personal preference. The parent may not, however, choose a specific classroom teacher. At the time of the request, the school must approve or deny the request within two weeks. If the request is denied, the school will notify the parent and specify the reasons for the denial. F.S. 1003.3101

Procedures Concerning Request for Transfer of Students:

- Parent makes a written request to the school Principal to transfer their child(ren) to another teacher (must be in the same grade level and/or course); Prior to principal consideration, a parent teacher conference must take place;
- The Principal considers the request and notifies the parent within two weeks. The Principal must consider:
  - Class size
  - Grade and course
  - Any variable that would impact the student or class that is being considered (ex., discipline issues, teacher input)
- If approved, parent and teacher are notified;
- If not approved, parent is notified with an explanation given.
- Consistent with School Board rules and in accordance with state statute (1012.28(5)F.S.), the Superintendent has designated the principal of the school as the final authority in the placement of students in a program(s) or classes.

ELEMENTARY INSTRUCTION

PHYSICAL EDUCATION AND RECESS

Florida Statute 1003.455 requires each district school board to develop a physical education program that stresses physical fitness and encourages healthful, active lifestyles. K-5 students and 6th grade students enrolled in an elementary school are required to have 150 minutes each week with at least 30 consecutive minutes on any day during which physical education instruction is conducted. The physical education requirement shall be waived for a student in grades kindergarten through grade eight who meets one of the following criteria:

- required to enroll in a remedial course
- parent indicates in writing to the school that:
  - parent requests that student enroll in one of the courses provided by the school as an alternative option to physical education
  - student is participating in physical activities outside the school equal to or in excess of mandated requirements.

"Free-play" recess will be included in the elementary day for grades K - 5 for 120 minutes weekly. (HB 7069)

REGULAR PROGRAM

Each student in grades K-6 will receive regularly scheduled instruction based on the district adopted curriculum. Curriculum content for all subjects must integrate critical-thinking, problem-solving, and workforce-literacy skills; communication, reading, and writing skills; math skills, collaboration skills; contextual and applied-learning skills; technology-literacy skills; information and media-literacy skills; and civic-engagement skills. (Chapter 1001, Part II). Schools may also offer courses in art, music, media, and/or technology. The

instructional schedule should be at least five hours and thirty-five minutes. Flexibility in the designing of school schedules is permissible and may reflect the integration of content determined necessary to provide an appropriate instructional program.

All students must meet state requirements concerning mastery of curriculum frameworks and student performance standards based on the Florida State Standards. Mastery is documented by passing grades as determined by the classroom teacher.

HOMEWORK (SDCC Policy 4.40)

Homework is defined as assignments which support specific concepts taught during the school day. Incomplete class work is not considered to be homework, but rather a continuation of the student's daily class work responsibility. Because all Clay Virtual Academy course work is completed outside the traditional classroom, this policy does not apply to CVA students.

Homework should not exceed 20-30 minutes for K-3 or 30-45 minutes for 4-6. Individually assigned, rather than class assignments, are strongly recommended. No homework is to be assigned over school holidays. No homework is to be assigned during statewide assessment tests.

MULTI-TIERED SYSTEM OF SUPPORTS/RESPONSE TO INTERVENTION PLAN/PROGRESS MONITORING

A Multi-Tiered System of Supports (MTSS) is an evidence-based model of schooling that uses data-based problem-solving to integrate academic and behavioral instruction and intervention. The integrated instruction and intervention is delivered to students in varying intensities (multiple tiers) based on student need.

The tiers, or levels of student supports, represent a way to organize resources to provide instruction/intervention based on student need. These are NOT locations for students, but rather specific instruction/interventions supports provided based on student need. Additional resources or supplemental supports (i.e., tier 2 and tier 3) are in addition to what all students receive (general instruction) and can be provided in a variety of ways and locations.

Three levels of Multi-Tiered Systems of Support:

- Tier 1 Intervention (Universal Prevention)
- Tier 2 Intervention (Supplemental/At-Risk)
- Tier 3 Intervention (Individualized/Intensive)

The Multi-Tiered System of Supports (MTSS). The basic elements of MTSS are required by the Every Student Succeeds Act (ESSA) and the Individuals with Disabilities Education Act (IDEA); therefore, it is the basis for all broad-based initiatives for schools striving to increase student outcomes. Response to Intervention (RtI) has been described in Florida as a multi-tiered system of supports (MTSS) for providing high quality instruction and intervention matched to student needs using learning rate over time and level of

performance to inform instructional decisions. This system is depicted as a three-tiered framework that uses increasingly more intense instruction and interventions matched to need.

Elements of the MTSS Process:

- Qualified teachers deliver scientific, research-based instruction and evidence-based practices.
- Evidence-based curriculum and instructional approaches have a high probability of success for most students.
- Instruction is differentiated to meet individual learning needs.
- Reliable, valid, and instructionally relevant assessments include the following:
    - Screening Measures: Assessment tools designed to collect data for the purpose of measuring the effectiveness of core instruction and identifying students needing more intensive interventions and support.
    - Diagnostic Measures: Formal or informal assessment tools that measure skill strengths and weaknesses, identify skills in need of improvement, and assist in determining why a problem is occurring.
    - Progress Monitoring Measures: Ongoing assessment conducted for the purposes of guiding instruction, monitoring student progress, and evaluating instruction/intervention effectiveness.
    - Formative Measures: Ongoing assessment embedded within effective teaching to guide instructional decisions.
    - Summative (Outcome) Measures: Typically administered near the end of the school year to give an overall perspective of the effectiveness of the instructional program.
- Ongoing, systematic planning/problem solving is consistently used by teams including parents and educators, from enrollment to graduation for all students, to make decisions across a continuum of student needs.
- Student response to instruction/intervention (MTSS) data are used to guide meaningful decision making.
- Job embedded, ongoing, professional development and follow-up coaching with modeling are provided to ensure effective instruction at all levels.
- Actively engaged administrative leadership for data-based decision making is inherent to the school culture.
- All students and their parent(s) are engaged throughout the process in one proactive and seamless educational system.

Problem Solving Process

The problem-solving process is critical to making the instructional adjustments needed for continual improvement. This process involves an ongoing cycle with the following steps:

Step One: Define the problem or goal by determining the difference between what is expected and what is occurring.

Step Two: Analyze the problem using data to determine why the issue is occurring.

Step Three: Develop and implement a plan driven by the results of the team's problem analysis by establishing a performance goal for the group of students or the individual student and developing an intervention plan to achieve the goal.

Step Four: Measure response to instruction/interventions by using data gathered from progress monitoring at agreed upon intervals to evaluate the effectiveness of the intervention plan based on the student's or group of students' response to the intervention.

Response to Intervention (RtI) refers to the fourth step of the problem-solving process. RtI encompasses the utilization of student-centered progress-monitoring data to make instructional decisions to ensure positive student outcomes.

Needs of students who struggle in the area(s) of reading, math, language or behavior should be addressed and instruction should be tailored to these needs based upon frequent progress monitoring data. Students who continue to perform below grade level expectations should be targeted for intervention. These interventions and the monitoring of these interventions should be documented within the RtI (Response to Intervention) process.

MTSS teams ensure the students' needs are addressed through grade level/content area team meetings where specific student needs are discussed and plans are generated to address these needs. These RtI teams – with parent involvement – will continually monitor student progress and make appropriate intervention recommendations. If the student's deficiency isn't remediated while serving Tier III interventions, or if a student is responding to intervention but requires a level of intensity and resources to sustain growth performance, a referral for evaluation for Exceptional Student Education may be recommended.

If the documented deficiency has not been remediated a student **may be retained** in accordance with state guidelines. Each student who does not meet the minimum performance expectations defined by the Commissioner of Education for the statewide assessment tests in reading, writing, science and mathematics must continue to be provided with remedial or supplemental instruction until the expectations are met or the student graduates from high school or is not subject to compulsory school attendance.

Intensive remedial instructional strategies may include but are not limited to:

- Summer school coursework (Grades 3 and 6)
- Extended day services (before or after school tutoring)
- Parent tutorial programs (if appropriate)
- Contracted academic services (previously approved by the district)
- Exceptional Student Education
- Suspension of curriculum other than reading, writing, and mathematics, and science
- Intensive skills development programs
- **Immediate intensive** intervention (iii) inside or outside the literacy block if deficit is in reading.

- Implementation of a positive behavior support plan
- Remediation plan to help the student with make-up work
- Contingent upon available funds and on a first-come, first-serve basis, students classified as ELL and who are enrolled in a program receiving services that are specifically designed to meet the needs of English Language Learner students are eligible for the "Reading Scholarships Accounts" program (see page 16 under "Reading Deficiencies and Parental Notification" form more information).
- Contingent upon available funds and on a first-come, first-serve basis, students scoring a Level 1 or Level 2 on the 3rd grade statewide, standardized ELA assessment are eligible for the "Reading Scholarships Accounts" program (see page 26 under "Reading Deficiencies and Parental Notification" form more information).

A review shall be conducted of MTSS Plans for all retained third grade students who did not score above Level 1 on FSA and did not meet one of the Good Cause exemptions. The Plan must address additional supports and services needed to remediate the deficiency.

DRAFT

When to consider starting an MTSS Academic or Behavior Plan

Academic Considerations

	READING	MATH	WRITING
K-2	● Consistently scoring in the red success zone on a Clay established benchmark assessment Scoring in the yellow success zone of a Clay established benchmark assessment if supported by other data ● Teacher, parent, or other instructional personnel recommendation ● Report card reflects skills not mastered as expected for grade level	● Scoring at the at-risk level on a Clay established benchmark assessment if supported by other data sources ● Teacher recommendation ● Report card reflects skills not mastered as expected for grade level	● Report card reflects skills not mastered as expected for grade level ● Teacher recommendation ● Clay established assessment rubric demonstrates weakness in writing skills
3-6	● Scoring at the at-risk level on Clay established benchmark assessment if supported by other data ● Teacher, parent, or other instructional personnel recommendation ● Report card reflects skills not mastered as expected for grade level ● Scored at level 1 or 2 on FSA for the two previous school years ● Required for retained 3rd grade readers	● Scoring at the at-risk level on Clay established benchmark assessment if supported by other data ● Teacher recommendation ● Report card reflects skills not mastered as expected for grade level ● Scored at level 1 or 2 on or FSA for the two previous school years	● Report card reflects skills not mastered as expected for grade level ● Teacher recommendation ● Clay established assessment rubric demonstrates weakness in writing skills

Behavioral Considerations

K-6	● Discipline referrals, Clay Behavior Universal Screener, School-wide Positive Behavioral Interventions and Supports (PBIS) data ● Students who exhibit externalizing or internalizing behaviors ● Students who present many behavioral challenges in and out of the classroom ● Students experiencing in-class consequences but do not get discipline referrals ● Students in ESE settings who may still need additional behavioral supports ● Teacher, parent, or other instructional personnel recommendation

DRAFT

READING DEFICIENCIES AND PARENTAL NOTIFICATION (F.S.1008.25)

Any student in kindergarten through grade 3 who exhibits a substantial deficiency in reading based upon screening, diagnostic, progress monitoring, or assessment data; statewide assessments; or teacher observations must be provided intensive, explicit, systematic, and multisensory reading interventions immediately following the identification of the reading deficiency. A school may not wait for a student to receive a failing grade at the end of a grading period to identify the student as having a substantial reading deficiency and initiate intensive reading interventions. The student's reading proficiency must be monitored and the intensive interventions must continue until the student demonstrates grade level proficiency in a manner determined by the district, which may include achieving a Level 3 on the statewide, standardized English Language Arts assessment. The State Board of Education shall identify by rule guidelines for determining whether a student in kindergarten through grade 3 has a substantial deficiency in reading.

The parent of any student who exhibits a substantial deficiency in reading, must be notified in writing of the following:

- That his or her child has been identified as having a substantial deficiency in reading, including a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in reading.
- A description of the current services that are provided to the child.
- A description of the proposed intensive interventions and supports that will be provided to the child that are designed to remediate the identified area of reading deficiency.
- That if the child's reading deficiency is not remediated by the end of grade 3, the child must be retained unless he or she is exempt from mandatory retention for good cause.
- Strategies, including multisensory strategies, through a read-at-home plan the parent can use in helping his or her child succeed in reading.
- That the statewide, standardized English Language Arts assessment is not the sole determiner of promotion and that additional evaluations, portfolio reviews, and assessments are available to the child to assist parents and the school district in knowing when a child is reading at or above grade level and ready for grade promotion.
- The district's specific criteria and policies for a portfolio and the evidence required for a student to demonstrate mastery of Florida's academic standards for English Language Arts. A parent of a student in grade 3 who is identified anytime during the year as being at risk of retention may request that the school immediately begin collecting evidence for a portfolio.
- The district's specific criteria and policies for midyear promotion. Midyear promotion means promotion of a retained student at any time during the year of retention once the student has demonstrated the ability to read at grade level.

DRAFT

Reading Scholarships
FS 1002.411 provides reading scholarship accounts for students. Contingent upon available funds, and on a first-come, first-served basis, each student in grades 3 through 5 who is enrolled in a Florida public school is eligible for a reading scholarship account if the student scored below a Level 3 on the grade 3 or grade 4 statewide, standardized English Language Arts (ELA) assessment in the prior school year. An eligible student who is classified as an English Language Learner and is enrolled in a program or receiving services that are specifically designed to meet the instructional needs of English Language Learner students shall receive priority.

For an eligible student to receive a reading scholarship account, the student's parent must:

- Submit an application to an eligible nonprofit scholarship-funding organization by the deadline established by such organization; StepUpForStudents.org
- Submit eligible expenses to the eligible nonprofit scholarship-funding organization for reimbursement of qualifying expenditures, which may include: instructional materials, curriculum, tuition and fees for tutoring, summer education and after-school education programs designed to improve reading or literacy skills

By September 30, the school district shall notify the parent of each student in grades 3 through 5 who scored below a level 3 on the statewide, standardized ELA assessment in the prior school year of the process to request and receive a reading scholarship, subject to available funds.

ASSESSMENT (F.S. 1008)
Students in grades kindergarten through 6 are evaluated annually. **All students, unless specifically exempted, must take all statewide and local achievement tests at their appropriate grade level**. Each student who does not meet specific levels of performance in reading, writing, science, and mathematics must be provided with additional diagnostic assessments to determine the nature of the student's difficulty and academic needs. Test accommodations and modification of procedures may occur, as necessary, for students in Exceptional Education, for students with a 504 plan, and for students who have Limited English Proficiency, are provided through the Individual Education Plan (IEP), 504 Plan or the English Language Learners Plan (ELL).

The Florida Standards Assessments (FSA) (http://fsassessments.org) elementary testing requirements are as follows:

> **Florida Kindergarten Readiness Screener (FLKRS)** – (F.S. 1002.69) All school districts are required to administer the statewide screening based upon the VPK standards to each kindergarten student in the school district within the first 30 school days of the school year. Data will be used to identify students in need of intervention and support. Retained kindergarten students will not be screened. Teachers are encouraged to share the data from the FLKRS with parents when conferencing.

FSA English Language Arts – Writing– The FSA Writing component is administered to all fourth, fifth, and sixth grade students. Results for the Writing Component will be combined with the FSA English Language Arts assessment for one combined score.

FSA Mathematics – This test is administered to all students in grades 3, 4, 5 and 6.

FSA English Language Arts – This test is administered to all students in grades 3,4,5, and 6 in a separate assessment window from the FSA Writing component. Results from the English Language Arts assessment are combined with the FSA Writing component for one combined score.

Statewide Science Assessment – This test is administered to all fifth grade students. Students are compared to other fifth grade students within the state.

ACCESS – This test is administered to all ELL (English Language Learner) students with a code of "LY" on the first day of the test administration window.

Progress Monitoring

- Clay County District schools will use the i-Ready reading diagnostic three times a year for reading progress monitoring in grades K-8. *K-3
- Clay County District schools will use the Achieve3000 LevelSet three times a year for reading progress monitoring in grades 4-10.
- Clay County District schools will use the i-Ready reading diagnostic three times a year for math progress monitoring in grades K-8.

Student performance on teacher developed commercially produced assessments determine grades on report cards. Required district achievement testing and statewide assessments do not impact the student's report card grade.

ELIGIBILITY FOR ALTERNATE ASSESSMENT

FLORIDA STANDARDS ALTERNATE ASSESSMENT FOR STUDENTS WITH SIGNIFICANT COGNITIVE DISABILITIES

Participation Guidelines

All Florida students participate in the state's assessment and accountability system. The Florida Standards Alternate Assessment (FSAA) is designed for students whose participation in the general statewide assessment program (Florida Standards Assessments, Statewide Science Assessment, Next Generation Sunshine State Standards End-of-Course Assessments) is not appropriate, even with accommodations. The FSAA measures student academic performance on the Access Points in language arts, mathematics, science, and social studies. Access Points are academic expectations written specifically for students with significant cognitive disabilities. They reflect the essence or core intent of the standards that apply to all students in the same grade, but at reduced levels of complexity.

Per section 1008.22, Florida Statutes, and Rule 6A-1.0943 F.A.C., only students with significant cognitive impairment are eligible to participate in the FSAA program. Therefore, students with a primary disability category of SLD must not participate in the FSAA program and subsequently should not be enrolled in access courses that align to the FSAA program.

The decision for a student with a disability to participate in the statewide alternate assessment is made by the Individual Educational Plan (IEP) team and recorded on the IEP. The IEP team should consider the student's present level of educational performance in reference to the Florida Standards Assessments and Next Generation Sunshine State Standards Assessments.

All of the following criteria must be met:

- The student has a significant cognitive disability.
- Even with appropriate and allowable instructional accommodations, assistive technology or accessible instructional materials, the student requires modifications to the grade-level general state content standards as defined in rules 6A-6.03411(1)(z) and 6A-1.09401 of the Florida Administrative Code (F.A.C.).
- The student requires direct instruction in academic areas of English Language Arts, math, social studies and science, based on access points, in order to acquire, generalize and transfer skills across settings.
- The parent must sign consent in accordance with Rule 6A-6.0331(10), F.A.C

If the student meets all of the criteria for alternate assessment, the student should be enrolled in access courses and the Florida Standards Alternate Assessment should be used to provide a meaningful evaluation of the student's current academic achievement.

If the student does not meet the criteria, the student should be instructed in general education courses and participate in the general statewide standardized assessments with or without accommodations as appropriate.

Student performance is assessed four levels of achievement. For all grade levels and content areas, the minimum scale score in Achievement Level 3 is identified as the passing score.

The four achievement levels are:

Level 1
Students at this level do not demonstrate an adequate level of success with the Florida Standards Access Points.

Level 2
Students at this level demonstrate a limited level of success with the Florida Standards Access Points.

Level 3
Students at this level demonstrate a satisfactory level of success with the Florida Standards Access Points.

Level 4
Students at this level demonstrate an above satisfactory level of success with the Florida Standards Access Points.

NOTE: Access courses can **only** be used for students with significant cognitive disabilities who are eligible for alternate assessment. Determining the specific benchmarks within each strand and the functional level(s) applicable to a student shall be the responsibility of the IEP Committee. It is expected that only students with the most significant cognitive disabilities who are eligible under IDEA will participate in the FSAA.

GUIDELINES FOR EXEMPTION OF ENGLISH LANGUAGE LEARNERS (ELL)

English Language Learner (ELL) students, who have been in an English Language Program for less than two years and fail to meet district expectations on the state assessments in reading, shall be exempted for Good Cause from the third grade mandatory retention.

All English Language Learners (ELL) who are identified as LY, or active ESOL learners are required to take the annual ACCESS assessment in accordance with Rule 6A-6.0902.

REPORTING PUPIL PROGRESS

Districts must annually report to the parent of each student the progress toward achieving state and district expectations for proficiency in reading, writing, science, social studies and mathematics, and the student's results on each statewide assessment test. The evaluation of each student's progress must be based on the student's classroom work, observations, tests, district and state assessments, and other relevant information.

REPORT CARDS - F.S. 1003.33

Student report cards will be issued every nine weeks. Incomplete work must be completed for a grade within two weeks of the last day of the grading period. This may not extend past the last day of school. Extensions for illness or incapacitating accident must be approved by the Principal.

Report cards will contain:

- The student's academic performance in each class or course grades 3-6 based upon examinations as well as written papers, class participation, and other academic

performance criteria (performance will be considered at grade level unless otherwise stated)
- The student's conduct and behavior
- The student's attendance, including absences and tardies

The final report card for a school year shall contain a statement indicating end-of-the-year status or performance or non-performance at grade level, acceptable or unacceptable behavior and attendance, and promotion or non-promotion.

Students in Kindergarten – Second grade with significant cognitive disabilities and working on the Participatory or Supported Level *Florida State Standards Access Points* will be evaluated with a modified report card. **All other students will be evaluated with the standard grade-level report card.**

REPORT CARDS K-1

The Report Cards for K-1 students will include grades earned in language arts, mathematics, social studies, and science/health. These grades are evaluated through the use of the following scale:

E - Excellent - Student consistently exceeds grade level expectations. (90% - 100%)
S - Satisfactory - Student consistently meets grade level expectations. (70% - 89%)
N - Needs Improvement - Student does not consistently meets grade level expectations. (60% - 69%)
U - Unsatisfactory - Student does not meet grade level expectations. (59% and below)

Conduct and behavior is evaluated by the teacher using the following scale:

O - Outstanding
S - Satisfactory
N - Needs Improvement
U Unsatisfactory

REPORT CARDS 2-6

The Report Cards for 2-6 students will include grades earned in language arts, mathematics, social studies, and science/health are evaluated through the use of the following scale:

A	90 - 100
B	80 - 89
C	70 - 79
D	60 - 69
F	0 - 59

Conduct and behavior is evaluated by the teacher using the following scale:

S	Satisfactory
N	Needs Improvement
U	Unsatisfactory

Students may also participate in courses such as physical education, music, art and technology. Performance or nonperformance in these classes may be communicated by the teacher via the district's Parent Portal.

EVERY GRADING PERIOD, THE TEACHER WILL INDICATE WHETHER THE STUDENT IS WORKING ON (ON GRADE LEVEL), OR BL (BELOW GRADE LEVEL) FOR ALL CORE ACADEMIC SUBJECTS.

HONOR ROLL (GRADES 2-6 ONLY)

To be eligible for the Honor Roll in grades 2-6, students must be working **on grade level**. Principals are encouraged to institute alternative methods to recognize the achievement of students who earn all "A's" and/or "A's and B's" but are not working on grade level.

For "A" Honor Roll:

All "A's" are required in language arts, math, science/health, and social studies. Resource grades (such as art, music physical education, technology) of Outstanding and/or Satisfactory are also required to remain on the Honor Roll. Conduct grades do not count toward Honor Roll. To attain year-long "A" honor roll the student must attain "A" honor roll each grading period during the year.

For "A/B" Honor Roll:

Grades of "A" or "B" are required in language arts, math, science/health, and social studies. Resource grades (such as art, music physical education, technology) of Outstanding and/or Satisfactory are also required to remain on the Honor Roll. Conduct grades do not count toward the Honor Roll. To attain year-long honor roll for "AB" the student must achieve honor roll each grading period during the year.

ELEMENTARY GRADE PLACEMENT K-6

State law (1003.21(2)F.S.) places the responsibility for the placement of students with the school district. Parents or guardians may discuss a placement with school officials and ask for an explanation of the placement, and they may review the evidence the school used to make the placement. Parents or guardians cannot determine a student's placement, unless otherwise provided by law, as in the case of a placement in a program for exceptional students or a dropout prevention program. School personnel should utilize available resources to achieve parental understanding and cooperation regarding grade placement. **The final decision for promotion or retention is the responsibility of the building Principal (1012.28(5)F.S.)**.

MULTIPLE BIRTH SIBLINGS/CLASSROOM PLACEMENT (s.1003.06, F.S.)

The parent of multiple birth siblings who are assigned to the same grade level and school may request that the school place the siblings in the same classroom or in separate classrooms. The request must be made no later than 5 days before the first day of each school year or 5 days after the first day of attendance of students during the school year if the students are enrolled in the school after the school year commences. The school may recommend the appropriate classroom placement for the siblings and may provide professional educational advice to assist the parent with the decision regarding appropriate classroom placement. A school is not required to place multiple birth siblings in the same classroom if factual evidence of performance shows proof that the siblings should be separated or if the request would require the school district to add an additional class to the grade level of the siblings. Further, at the end of the first grading period following the multiple birth siblings' enrollment in the school, if the principal of the school, in consultation with the teacher of each classroom in which the siblings are placed, determines that the requested classroom placement is disruptive to the school, the principal may determine the appropriate classroom placement for the siblings. A parent may appeal the principal's decision in the manner provided by school district policy. During an appeal, the multiple birth siblings must remain in the classroom chosen by the parent. This does not affect the right or obligation involving placement decisions pertaining to students with disabilities under state law or the Individuals with Disabilities Education Act. It also does not affect the right of a school district, principal, or teacher to remove a student from a classroom pursuant to school district discipline policies.

PROMOTION

Promotion is based on mastery performance standards approved by the State Board of Education according to Florida Statute 1003.41 for Pre-K through 12. Progression from one grade to the other is determined in part by proficiency in reading, writing, science, and mathematics at each grade level as defined in the Florida State Standards. This also includes proficiency in statewide assessments below which a student must receive remediation or be retained within an intensive program that is different from the previous year's program and takes into account student learning style.

No student may be assigned to a grade level based solely on age or other factors that constitute social promotion (F.S. 1008.25). Social promotion occurs when a student is promoted based on factors other than the student achieving the district and state levels of performance for student progression. A student fails to meet the state portion of the levels of performance for student progression when the student fails to achieve the required levels in reading, writing, mathematics, or science on the Florida Standards Assessment.

Promotion, assignment, or retention normally will occur at the end of the school year or at the end of summer school, if it is available. The primary responsibility for determining each student's performance and ability to function academically, socially, and emotionally in the next grade is that of the classroom teacher subject to review and final approval of the principal.

Students in grade 6 must earn a promotion credit in language arts, mathematics, science, and social studies to be promoted to 7th grade. To earn a promotion credit a student must earn a "D" or better on grade level in the subject area. A student may earn only one promotion credit in Summer School. A student can earn an additional promotion credit for promotion purposes through a state approved virtual instruction provider.

Academically Challenging Curriculum to Enhance Learning (ACCEL) options are educational options that provide academically challenging curriculum or accelerated instruction. ACCEL options include whole-grade promotion, mid-year promotion, and subject-matter acceleration within the same school; virtual instruction in higher grade level subjects pursuant to S. 1002.3105 (2) (a).

Additional ACCEL options include enriched science, technology, engineering, and math (STEM) coursework; enrichment programs; flexible grouping; and differentiated instruction.

Parents should contact the school principal for information related to student eligibility requirements for participation in ACCEL options available within the principal's school.

STANDARDS FOR MID-YEAR PROMOTION OF RETAINED THIRD GRADERS – RULE 6A-1.094222

Mid-year promotion of retained third grade students must occur during the **first** semester of the academic year.

To be eligible, a student must demonstrate that he/she:

- Is a successful and independent reader as demonstrated by reading at or above third grade level; **and**
- Has progressed sufficiently to master appropriate fourth grade reading skills; **and**
- Has at least a "C" average in reading, math, science, and social studies at the third grade level.

The student must be able to demonstrate that he/she has the ability to perform satisfactorily at a fourth grade reading level consistent with the month of promotion to fourth grade as presented in the ELA Curriculum Guides. Evidence of demonstration of mastery will be:

- Successful completion of a portfolio that meets state criteria in Rule 6A-1.094222; **or**
- A score at the 45th percentile or higher on the SAT-10 reading test or iReady reading equivalent of the 50th percentile or above which is consistent with the month of promotion to fourth grade.

To promote a student by portfolio, there must be evidence of mastery of the third grade Florida State Standard Benchmarks for Language Arts **and** beginning mastery for fourth grade language arts. The portfolio **must** meet the following requirements:

- Be selected by the district;
- Be an accurate picture of the student's ability and include only student work that has been independently produced in the classroom;
- Include evidence of mastery of the standards assessed by the grade 3 FSA ELA;
- Include evidence of beginning mastery of grade 4 standards. This includes multiple choice, text-based response, and passages that are approximately 50% literary text and 50% information text and;
- Be signed by the teacher and the principal as an accurate assessment of the required reading skills.

The RtI/MTSS Plan for any retained third grade student, who has been promoted mid-year to fourth grade, **must** continue to be implemented for the entire academic year.

DETERMINATION REGARDING PROMOTION

The basis for making the determination regarding promotion should reflect student performance according to:

- Proficiency with state standards as determined by i-Ready diagnostic reports in grades K-8*
- Student growth as determined by i-Ready diagnostic reports in grades K-8*
- Classwork and formative/summative assessments (reported grades)
- Performance on required statewide assessments
- Other objective data presented by teacher (Achieve3000 Lexile Level, LLI Reading Level, etc.)

Recommendation of the Individual Education Plan (IEP) team.

ACCELERATION

Academically Challenging Curriculum to Enhance Learning (ACCEL) options are educational options that provide academically challenging curriculum or accelerated instruction. ACCEL options include whole-grade and mid-year promotion; subject-matter acceleration; virtual instruction in higher grade level subjects; and the Credit Acceleration Program under s. 1003.4295. Additional ACCEL options include enriched science, technology, engineering, and mathematics (STEM) coursework; enrichment programs; flexible grouping; and differentiated instruction.

Each principal/school must establish student eligibility requirements for virtual instruction in higher grade level subjects. Each principal must also establish student eligibility requirements for whole grade promotion, mid-year promotion, and subject matter acceleration when the promotion or acceleration occurs within the principal's school.

The school must carefully consider the effect of ACCEL options, especially mid-year and full-year promotion, on the student's future social, emotional and academic performance.

Acceleration Options:

- **Whole Grade Promotion** – Promotion of a student occurring at the end of the school year from one grade to a grade higher than normal matriculation allows. The student will be monitored for the first four (4) weeks of the change of placement to assess progress. If acceleration is not appropriate for the student as determined by the principal, **the student will be returned to the former placement.**
- **Mid-year Promotion** – A student remains coded in the grade level they are currently enrolled in and is placed in the next grade level for instruction. The student will be monitored every four (4) weeks of the change of placement to assess progress. If acceleration is not appropriate for the student as determined by the school principal, **the student will be returned to the former placement.** If appropriately placed, the student will be formally promoted to the next grade level mid-year.
- **Subject Matter Acceleration** – A student that is placed with students at a more advanced grade level on campus for one or more subjects for a part of a day without being assigned to a higher grade. The student will be monitored every four (4) weeks of the change of placement to assess progress. If acceleration is not appropriate for the student as determined by the school principal, **the student will be returned to the former placement.**

Parents should contact the school principal for information related to student eligibility requirements for participation in ACCEL options.

STUDENTS WITH DISABILITIES

Students with disabilities must meet the state or district levels of performance for student progression unless the disabling condition prevents the student from attaining the required levels of performance in the regular curriculum in pursuit of a standard diploma. In such cases, promotion will be determined by the IEP team and based on the student meeting the goals and objectives on the Individual Education Plan. See Good Cause regarding mandatory grade 3 retention if applicable.

REMEDIATION

REMEDIATION K-6

A student exhibiting substantial reading difficulty must receive intensive reading instruction both during and outside the literacy block. Remediation should also be supported in the content area subjects. This must occur immediately following the identification of the reading deficiency. The student must continue to be given reading instruction until the deficiency is remedied.

Any student who does not meet the district levels of performance in reading, writing, science, and mathematics or who does not meet the specific levels of performance on statewide assessments as determined by the Commissioner of Education, must be provided remediation through:

- Additional diagnostic assessments, determined by the district, to identify the nature of the student's difficulty and areas of academic need; and
- Implementation of an individual intervention plan developed, in conjunction with a parent or guardian that is designed to assist the student (in meeting state and district expectations of proficiency.
- Contingent upon available funds, access to the "Reading Scholarship Accounts" program.

SECONDARY SCHOOL REFORM (TO INCLUDE SIXTH GRADE)
(F.S. 1003.4156)

In order to be promoted to grade 9, junior high students must successfully complete the following during their 6th, 7th and 8th grade years:

- 3 **courses** in English Language Arts
- 3 courses in mathematics (Successful completion of a high school level Algebra 1 or Geometry course is not contingent upon the student's performance on the statewide, standardized end-of-course (EOC) assessment. However, to earn high school **credit**, the junior high student must take the EOC and pass the course, with the assessment constituting 30% of the final course grade.)
- 3 courses in social studies (one of which must be civics which includes a statewide, standardized EOC that constitutes 30% of the student's final grade. A middle grades/junior high student who transfers into the state's public school system from out of country, out of state, a private school, or a home education program after the beginning of the second term/semester of grade "8" is not required to meet the civics education requirement for promotion IF the student's transcript documents passage of three courses in social studies or two-year-long courses in social studies that include coverage of civics education.)
- 3 courses in science (Successful completion of a high school level Biology 1 course is not contingent upon the student's performance on the statewide, standardized EOC assessment required under s. 1008.22. However, to earn a credit for this course, the student must take the Biology 1 EOC, which constitutes 30% of the student's final course grade, and earn a passing grade in the course.)
- F.S. 1003.455 Requires one semester of physical education each year for students enrolled in grades 6-8.

Sixth grade students who score Level 1 or 2 on the FSA ELA must complete a remedial course or a content area course in which remediation strategies are incorporated in course content the following year. Students scoring a Level 2 on FSA Reading will be assessed at the end of the sixth grade to determine placement in intensive reading or placement in a content area reading course in seventh grade.

Sixth grade students who score Level 1 or 2 on the FSA Math must receive remediation that may be integrated into the required math course the next year. Refer to page 19 for requirements of RtI Plans for students scoring Level 1 or 2 on FSA.

SIXTH GRADE FAST TRACK PROGRAM

This program allows selected 6th grade students to be promoted to the junior high should they meet the following criteria:

- Student with 2 or more retentions
- Student who is 13 years of age on or before September 1st
- Student must attend summer school
- Principal recommends for Fast Track; requires District Office approval

Contact the school counselor for more information.

RETENTION

GENERAL REQUIREMENTS

Students failing to achieve district levels of expectation **must** receive remediation. If, after remediation, they are still deficient, they **may** be retained.

Recommended Steps for Retention Consideration

- Identify potential students and verify whether the students are receiving support services through an active monitoring plan or Individual Education Plan or 504 Plan.
- In consultation with the principal, teachers will notify parents **prior** to the last nine weeks of the school year.
- Students who have difficulty meeting promotion requirements should be evaluated for retention by the professional team (administrator, teacher, and school counselor). Consideration should be given for a referral to the Response to Intervention Team/MTSS, Student Services Team, and/or counseling.

No one test with a single administration should determine promotion or retention. The preponderance of evidence from evaluations should determine if a student is ready for the work of the next grade level.

The state board has adopted rules to prescribe limited circumstances in which a student may be promoted without meeting the specific assessment performance level prescribed by the district's Student Progression Plan. Such rules specifically address the promotion of the students with Limited English Proficiency and students with disabilities. Refer to exemption for Good Cause regarding grade 3 students.

The school district must consider an appropriate alternative placement for a student who has been retained two (2) or more years.

Students in grades K-6 being considered for retention may be recommended for academic tutoring or summer school, if available. Student participation in these support services

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does not automatically result in promotion or retention. The principal of the student's assigned school makes the final decision regarding promotion or retention.

MANDATORY GRADE 3 RETENTION AND SUPPORT (F.S. 1008.25)

It is the ultimate goal of the Legislature that every student read at or above grade level. Any student who exhibits a substantial deficiency in reading, based upon locally determined or statewide assessments conducted in kindergarten or grade 1, grade 2, or grade 3, or through teacher observations, must be given intensive reading instruction immediately following the identification of the reading deficiency. The student's reading proficiency must be reassessed by locally determined assessments or through teacher observations at the beginning of the grade following the intensive reading instruction. The student must continue to be provided with intensive reading instruction until the reading deficiency is remedied.

If the student's reading deficiency is not remedied by the end of the grade 3, as demonstrated by scoring at Level 2 or higher on the statewide assessment test in reading for grade 3, the student must be retained unless he/she is exempt from mandatory retention for Good Cause.

If a grade 3 student transfers after the administration of the Florida Standards Assessment, it is up to the district to assess the student's reading proficiency at the end of the year to determine if the student needs to repeat the third grade. The assessment, identified by the state, is the SAT-10 or iReady reading. The student must score 45% or higher on the SAT-10 or 50th percentile or higher on the iReady diagnostic to be eligible for promotion unless Good Cause is applicable. A portfolio may also be presented to the principal. See "Good Cause".

Retention of Limited English Proficient (LEP) students must be determined by a school's LEP Committee, except in the case of mandatory retention for reading deficiencies in grade 3. See "Good Cause".

The parent of any student who exhibits a substantial deficiency in reading must be notified in writing of: that deficiency, a description of the current services and proposed supplemental instructional services and supports; that the child will be retained unless he or she meets one of the Good Cause exemptions; the strategies for parents to use in helping their child succeed in reading proficiency; that the FSA is not the sole determiner of promotion; and the district's specific criteria and policies for mid-year promotion.

Each school district shall conduct a review of MTSS Plans (or Individual Education Plans for students with disabilities) for all retained third grade students who did not score above Level 1 on the FSA ELA and did not meet one of the Good Cause exemptions, and shall address additional supports and services needed to remediate the deficiency.

Third grade students who are retained must be provided intensive interventions in reading to eliminate the specific reading deficiency, as identified by a valid and reliable diagnostic assessment. The intensive interventions must include: effective instructional practices;

participation in the district's Summer Reading Camp; and appropriate teaching methodologies.

Each school district shall provide written notification to the parent of any third grade student who is retained that his or her child has not met the requirements for promotion and the reasons the child is not eligible for a Good Cause exemption. The notification must include a description of proposed interventions and supports that will be provided to the child.

The school district shall require a student portfolio to be completed for each retained third grade student.

Retained third grade students must be provided with intensive instructional services and supports to remediate the identified area of reading deficiency, including scientifically research-based reading instruction and other strategies, which may include, but are not limited to: integration of science and social studies content within the reading block; small group instruction; reduced teacher-student ratios; more frequent progress monitoring; tutoring or mentoring; transition classes containing 3rd and 4th grade students; extended school day, week, or year (summer reading camps).

Provide students who are retained with a highly effective teacher.

Retained third grade students who have received intensive instructional services who subsequently score Level 1 must be offered the option of being placed in a transitional instructional setting. Such a setting shall specifically be designed to produce learning gains sufficient to meet grade 4 performance standards while continuing to remediate the areas of reading deficiency.

EXEMPTION FOR GOOD CAUSE

GOOD CAUSE EXEMPTIONS FOR GRADE 3

The district school board may only exempt students from mandatory retention in grade 3 for Good Cause. Good Cause exemptions shall be limited to the following:

- Limited English proficient students who have had less than two years of instruction in an English for Speakers of Other Languages Program.
- Students with disabilities whose Individual Education Plan indicates that participation in FSA is not appropriate.
- Students who demonstrate an acceptable level of performance on an alternative standardized reading assessment approved by the State Board of Education. (SAT-10 alternative assessment/iReady reading).
- All grade 3 students new to the county or students who missed the reading portion of the FSA will be administered the alternative assessment prior to the end of the school year. All grade 3 students who scored Level 1 will also take the SAT-10 at the end of Summer Reading Camp.

- To promote a student using the SAT-10 as an alternative assessment for Good Cause Promotion, the grade 3 student scoring at Level 1 Reading FSA must score at or above the 45th percentile on a parallel form of the SAT-10. The SAT-10 may only be administered **TWO** times. The earliest the alternative assessment may be administered is following the receipt of the grade 3 student's Reading FSA scores or during the last two weeks of school, whichever occurs first, for student promotion purposes. The iReady scale score requirement for promotion is a 535 or higher in reading.
- To promote a student by portfolio, there must be evidence of mastery of the third grade Florida State Standard Benchmarks for Language Arts **and** beginning mastery for fourth grade language arts. The portfolio **must** meet the following requirements:
    - be selected by the district student's teacher;
    - be an accurate picture of the student's ability and include only student work that has been independently produced in the classroom;
    - include evidence of mastery of the standards benchmarks assessed by the grade 3 Reading FSA ELA (2015);
    - include evidence of beginning mastery of grade 4 standards. Benchmarks that are assessed by the grade 4 Reading FSA (2015). This includes multiple choice, short text-based response, and extended response items and passages that are approximately 5060% literary text and 5040% information text, and are between 100-900 words with an average of 500 words. **For each benchmark, there must be three examples of mastery as demonstrated by a grade of "70%" or better;** and
    - be signed by the teacher and the principal as an accurate assessment of the required reading skills.
- Students with disabilities who participate in the FSA **and** who have an Individual Education Plan or a Section 504 Plan **that** reflects that the student has received the intensive remediation in reading for **more than two years** but still demonstrates a deficiency in reading and was previously retained in K, 1, 2, or 3.
- Students who have received the intensive remediation in reading **for two or more years**, but still demonstrate a deficiency in reading **and** who were previously retained in K-3 for a total of two years. Intensive reading instruction for students so promoted must include an altered instructional day based upon a monitoring plan (or Individual Education Plans for students with disabilities) that included specialized diagnostic information and specific reading strategies for each student. The District School Board shall assist schools and teachers to implement reading strategies that research has shown to be successful in improving reading among low performing readers.
- Students who have already been retained once in 3rd grade.

PRINCIPAL'S RESPONSIBILITY – GOOD CAUSE (F.S. 1008.25)

Requests for Good Cause exemptions for students from the mandatory retention requirement shall be made consistent with the following:

- Documentation shall be submitted from the student's teacher to the school principal that indicates that the promotion of the student is appropriate and is based upon the student's academic record. In order to minimize paperwork requirements, such documentation shall consist only of the existing MTSS Plan, Individual Educational Plan, if applicable, report card, and student portfolio.
- The school principal shall review and discuss such recommendations with the teacher and make the determination as to whether the student should be promoted or retained. If the school principal determines that the student should be promoted based upon good cause guidelines, the principal should complete a good cause attestation form and send it to the District Reading Department. The student should be coded as promoted within the Student Information System database.

PROMOTION (K-2, 4-6)

School personnel should utilize available resources to achieve parental understanding and cooperation regarding grade placement. **The final decision is the responsibility of the principal**.

A student may be considered for promotion, by the principal, to the next higher grade with the exception of mandatory retention for third grade. The following reasons shall be the determining factor when making this decision for promotion:

- Limited English proficient students who have had less than two years of instruction in an English for Speakers of Other Languages Program who have previously been retained at least one year in the grade grouping and are on a monitoring plan.
- Students with disabilities whose Individual Education Plan indicates that participation in State/District standardized testing is not appropriate.
- Students receiving intensive reading instruction for two or more years, mandatory retention in grade 3 and at least one additional year of retention but still have a deficiency in reading.
    - If promoted under this exemption, intensive reading instruction must be provided the next year to include an altered instructional day based on an MTSS Plan (or Individual Education Plans for students with disabilities) that includes specialized diagnostic information and specific reading strategies.

Request for exemption from retention for any student (K-2 or 4-6) with continuing reading deficiencies must be consistent with the following:

- Documentation must be submitted by the student's teacher to the principal that indicates that the promotion of the student is appropriate and is based on the student's academic record. Such documentation can consist of the existing MTSS Plan, IEP, report card, student portfolio, or alternate testing and evaluations.
- The principal must review and discuss the recommendation with the teacher(s),

school counselor and psychologist and determine promotion or retention. If the principal determines that the child is to be promoted, he/she will sign the report card and indicate **promoted**. A statement will be added to the report card stating the data on which promotion is based.

For third grade students see Section on Mandatory Retention in Grade 3.

A student may be assigned by the principal, to the same grade grouping (K-3 or 4-6) even if the student has previously been retained in that grade grouping. Parents will be notified, in writing, of this placement.

Any student may be assigned at any time during the school year to a lower grade if the principal determines standards have not been met and the student will benefit from the placement. Parents will be notified of the special assignment, and it will be documented in the student's record.

Districts shall implement a policy for the mid-year promotion of any retained third grade student who can demonstrate that he or she is a successful and independent reader, reading at or above grade level, and ready to be promoted to grade 4. Reevaluating any retained third grade student may include subsequent assessments, alternative assessments, and portfolio reviews in accordance with rules of the State Board of Education. Students promoted during the school year after November 1 must demonstrate proficiency above that required to score at Level 2 on the grade 3 FSA as determined by the State Board. See Mid-Year Promotion.

The placement of a student to a higher grade which results in advancing a grade, or part of a grade, should be based on evidence that the child will benefit from the instructional program in the advanced grade. Parents will be notified of the placement, and it will be documented in the student's record.

The principal should receive input from the Exceptional Student Education student's Individual Education Plan or Educational Plan regarding the appropriateness of placement.

EXTENDED DAY PROGRAMS

DEFINITION

The definition for extended day programs includes academic tutoring programs during the regular school term. Elementary schools, within the district, may provide academic tutoring before or after school, Saturdays or other days that are not regular school days in addition to Summer Reading Camp. The purpose of the extended day program is to provide support for the students at risk of academic failure during the school term instead of waiting until the summer to provide remedial instruction.

The principal's approval to recommend the student for academic tutoring or Summer Reading Camp should be made on the basis of the student's need to meet the district and state levels of performance in reading and writing. Grade 3 students who score Level 1 on the Florida Standards Assessment will be targeted for Summer Reading Camp.

STUDENT ELIGIBILITY FOR ACADEMIC TUTORING AND SUMMER READING CAMP

Basic Education students, who were enrolled in Clay County Schools in the previous year, will qualify if they have a current monitoring plan or who meet individual school criteria for eligibility for available tutoring.

Students in grade 3, mandatorily retained, will be given the opportunity to attend Summer Reading Camp. The purpose of Summer Reading Camp is to provide intensive reading remediation and to provide retained students with an additional opportunity for promotion to fourth grade. The district policy for Summer Reading Camp attendance requires that students not miss more than two days of camp. In the event a student is absent more than two days he/she will be dropped from Summer Reading Camp and will not have the opportunity to take the SAT-10 test at the conclusion of camp. In addition, repeated tardy or late pick-up (three or more) may also result in the student being dropped from the Summer Reading Camp program. This attendance policy is in place to ensure that students are provided with maximum time for intensive instruction.

Students may make prior arrangements to take the SAT-10 at their district school on the last day of Summer Reading Camp if they are taking remedial instruction through a private program.

In addition to the above criteria Exceptional Student Education (ESE) students may qualify if the IEP team determines extended school year services are necessary.

English Language Learner (ELL) students are eligible.

Sixth grade students may attend summer school to remediate one course. A student can earn an additional promotion credit for promotional purposes through a state approved virtual instruction provider.

On a case by case basis Principals may determine whether previously retained, over-aged sixth graders may benefit by repeating one summer school course to be "conditionally promoted" to 7th grade where additional remediation must occur. (See Secondary PPP)

REQUIRED PROGRAM OF STUDY K-6

The required program of study for elementary students in Clay County District Schools reflects state and local requirements for Elementary Education, including but not limited to, the Florida State Standards.

SPECIAL PROGRAMS AVAILABLE

TITLE I BASIC READING AND MATHEMATICS ACADEMIC SERVICES

Title I is a federally funded program designed to supplement basic education in core

curriculum area of reading, math, science, and writing in efforts to raise student achievement.

VOLUNTARY PRE-KINDERGARTEN PROGRAM (VPK)

The free Voluntary Prekindergarten Program will be offered at selected school sites during the summer and during the regular school year. Parents must provide transportation. In order to be eligible, the parent/guardian must:

- Provide a certificate of eligibility from Episcopal Children's Services.
- Provide a registered birth certificate indicating the child will be four years old on or before September 1st of the year of participation in VPK. They must be eligible to enter Kindergarten in the fall following VPK.
- Provide a physical dated within one year of the school entry date. Exemptions will be granted on religious grounds upon receiving written request from parents/guardian stating objections to the examination (F.S. 1003.22). A homeless child as defined by F.S. 1003.01, shall be given temporary exemption for 30 days.
- Provide a valid DH 680 Florida Certificate of Immunization or DH 681 Florida Certificate of Religious Exemption for Immunization. This is the only document schools are permitted to accept as proof of immunization.
- Provide a Social Security Number (District request).

SECONDARY EDUCATION

ARTICULATED ACCELERATION

Articulated acceleration will serve either to shorten the length of time necessary for a student to complete the requirements associated with a postsecondary degree or to increase the depth of study available for a particular subject. This shall include, but shall not be limited to, the following:

- Dual Enrollment (DE) courses
- Advanced Placement (AP) courses
- International Baccalaureate (IB) courses and Preliminary IB courses
- Advanced International Certificate of Education (AICE)
- Virtual Education Options; including CVA and Florida Virtual School (FLVS)
- Industry Certifications that articulate to Post secondary credit as identified by the Florida Department of Education, Gold Articulation Agreements.

Schools will notify parents of students currently in/or entering high school of the opportunity and benefits of accelerated coursework.

It is the policy of the School District of Clay County to purchase tests for students who meet the following criteria involving AP, IB and AICE tests:

- A student must be enrolled in the course in order to be eligible to take the exam, except in the case of CAP for AP tests;
- The student must earn a "C" or higher in order for the school to purchase a test for that student, except in the case of CAP for AP tests;
- CAP students and home-schooled students who are not enrolled through Clay Virtual Academy but wish to take an exam may do so at a non-refundable fee (the cost of the test at that time). Checks must be made payable to the "School District of Clay County."

Dual Enrollment – Students, who qualify for Dual Enrollment may take certain college classes from specified institutions within the Florida Postsecondary Articulation Agreement and receive high school and college credit. These classes have no tuition fees and books are provided free of charge. This includes home school students who enroll through Clay Virtual Academy. Please contact your high school counseling office for eligibility requirements and specific information. These courses may be taken either on or off the high school campus for credit. Courses taken on the college campus may be taken during the day or evening. Students may be released for the courses from the high school campus since these courses would be considered part of their daily schedule. Dual Enrollment courses shall not be combined with any other course.

Early Admissions – Early admissions is a form of dual enrollment permitting high school students to enroll in college or career courses on a full-time basis. As with all dual enrollment programs, students earn both high school and college/career credits for courses completed. Career early admissions is a form of career dual enrollment through which eligible secondary students enroll full time in a career center or a Florida College System institution in postsecondary programs leading to industry certifications, as listed in the CAPE Postsecondary Industry Certification Funding List pursuant to s. 1008.44. These students are entitled under rule and law to all rights and privileges allowed for all seniors included, but not limited to, participation in class activities (i.e. grad night, prom, etc.), rank in class, and eligibility for class Valedictorian or Salutatorian.

ASSESSMENT EXEMPTION

A child with a medical complexity may be exempt from participating in statewide, standardized assessments, including FAA if based upon medical documentation from a physician that the student is medically fragile and needs intensive care due to a condition such as congenital disorder or acquired multi-system disease; has a severe neurological or cognitive disorder with marked functional impairment; or is technology dependent for activities of daily living and lacks the capacity to perform on an assessment. The student, if the IEP determines that the student qualifies, has the following options:

- One year exemption, if approved by the superintendent, from all statewide assessments.
- One to three year exemption, if approved by the superintendent, from all statewide assessments.

- Permanent exemption, if approved by the superintendent, from all statewide assessments.

BRIGHT FUTURES SCHOLARSHIP PROGRAM

The "Bright Futures Scholarship Program" is intended to reward any Florida high school graduate who merits recognition of high academic achievement and who enrolls in an eligible Florida public or private post-secondary educational institution within 3 years of high school graduation. If a student enlists directly into the military after graduation, the 3-year period begins upon date of separation of active duty. If a student has a full-time religious or service obligation lasting at least 18 months, the two-year eligibility period for an initial award and the five-year period for renewal begin upon completion of the obligation. The "Bright Futures Scholarship Program" is the umbrella program for state-funded scholarships based on academic achievement in high school that were formerly provided through such programs as the "Florida Academic Scholars" and "Gold Seal Programs". High school counselling departments can provide specific details about meeting the program's criteria. The following information covers the basic components of the "Bright Futures Scholarship Program":

- 4-Levels of scholarship awards – Florida Academic Scholars (FAS); Florida Medallion Scholars (FMS); Florida Gold Seal Vocational Scholars (GSV); Florida Gold Seal CAPE Scholars (GSC)
- For all 4 awards, the student must earn a Florida high school diploma and meet the requirements for the specific award.
- Each award has its own academic requirements, award amounts and funding length. A student may receive funding for only one award with the highest award earned being selected.
- Earn the 16 core credits
- Achieve the required Grade Point Average or Industry Certification depending on the level received.
- Achieve the required SAT, ACT or PERT test scores for the level received
- Perform required number of voluntary service hours based on the level received

More information about the Bright Futures program, along with other Florida scholarship opportunities, can be found at http://www.FloridaStudentFinancialAid.org.

SERVICE HOURS

Service Hours are required for all Bright Futures Scholarship Awards - Florida Academic Scholars, Florida Medallion Scholars, Gold Seal Vocational Scholars and Gold Seal CAPE Scholars : 100, 75 and 30 hours respectively. Students may begin logging and documenting service hours the summer before the student enters ninth grade. Service hours may include, but are not limited to, a business or governmental internship, work for a nonprofit community service organization, or activities on behalf of a candidate for public office. These service hours are not a Florida or school district requirement for graduation with a standard high school diploma.

For student who are attempting to receive school community service hours for an activity, below are the district guidelines:

- Service is defined as "assisting where needed in a social issue where the student's service directly addresses a need in the school or community in areas such as health, education, environment, public safety, etc.;
- Service activities should receive prior approval from the school's designated high school personnel (typically, the student's high school counselor) to ensure that credit will be awarded to the student;
- Activities performed at school should be designed to meet greater needs in the areas of health, education, environment, or public safety identified within the school. The benefits of the activities should be extended to individuals or families in need, not to the student's own family;
- Service activities must be unpaid. The student must not be compensated with money, goods, or services for their time;
- Service activities must be rendered for "not-for-profit" organizations or agencies;
- The student may engage in direct, indirect, or advocacy service activities. Definitions and examples of those activities are:
    - "Direct Service" involves face-to-face contact with service recipients. Examples include tutoring other students, serving meals at a homeless shelter or working with the elderly in a nursing home;
    - "Indirect Service" involves performing a service without having face-to-face contact with the recipients. Usually, resources are channeled to or through an organization to help alleviate a problem. Examples include food and clothing drives, marathons, fundraisers, or environmental projects;
    - "Advocacy" involves educating others about a particular social problem with a goal of eliminating the cause of that problem. Examples include writing letters to legislators or editors, preparing and displaying posters to an identified audience, writing and performing informative plays, or creating educational materials for other target groups;
- Hours spent in service activities must be verified by a site supervisor. The appropriate documentation on business letterhead must be signed by the site supervisor. Business letterhead can also be attached to the completed Clay County Volunteer Service Documentation Form;

Activities that **MAY NOT** be approved include, but are not limited to, the following:

- Any activity that violates federal or state laws, which prohibit discrimination on the basis or face, creed, sex, age, color, national origin, marital status, sexual orientation, or disability;
- Co-curricular activities that are course requirements;
- Hours submitted after graduation;
- Fostering of animals in a location other than the shelter associated with a government agency or non-profit organization;

- Any activity whose main purpose is to increase the amount of revenue for a private, for-profit business or to generate new revenue for that business;
- Any activity that replaced a paid staff worker of the agency or institution that the student volunteers with;
- Any activity rendered as a prerequisite for future student employment;
- Any activity that is performed as a result of disciplinary action taken by the school or courts;
- Any activity whose main purpose is to help prepare and/or participate in the performance of a religious service or religious educational activity ***UNLESS*** the hours are spent addressing a social problem (examples may include: Habitat for Humanity, a community-wide summer vacation Bible school, etc.);
- Attendance at self-improvement workshops or conferences;
- Participation as an athlete in school sponsored athletics;
- Participation as an assistant or trainer at a school-based sports training camp;
- Participation in regularly scheduled school drama, band, or chorus performances, festivals, or competitions.

CALCULATING GRADES AND GRADE POINT AVERAGE

Semester grades will be calculated by multiplying each quarter (9-weeks) numeric grade by .45 (45%), multiplying the semester exam by .10 (10%), and adding the products together. For semester courses, a final average of "60" and above equals ½ credit. Courses that have "End-of-Course" (EOC) exams will receive full credit at the conclusion and then have the GPA calculated. For athletic purposes, the semester grades will be calculated to determine eligibility status.

The District will maintain a one-half credit earned system including full-year courses with credits posted after each semester. For year-long courses, if a student fails one semester, but passes the other semester with a high enough grade to achieve a passing average for the year, the student will receive a full credit (1) for the course. For courses that require an "End-of-Course" assessment which is 30% of the final grade, the District will determine the calculations and disseminate to the schools. The primary responsibility for assigning grades rests with the teacher with final approval of the Principal. Parents and students are urged to contact the school about this calculation. Please see the section on "Graduation Options" for more information about EOC's and diplomas.

In calculating GPA for graduation and athletic eligibility purposes, all courses taken must be used in determining the final GPA. This calculation includes all virtual courses taken. "WP" and "WF" indicators in virtual courses are not counted in the GPA calculations. Quality points are assigned for each full-credit course on a scale of A = 4, B = 3, C = 2, D = 1, F = 0. Quality points are assigned for one-half credit courses on a scale of A=2, B=1.5, C=1, D=0.5, F=0. Students must have a 2.0 GPA on a 4.0 scale in order to meet graduation requirements and receive a "Standard," "Scholar," or "Merit" diploma. All credit-earning courses taken in grades 7-12 and through virtual programs will count in the cumulative GPA calculations. For purpose of class rank only credit earning courses taken in grades 9-12 and through virtual programs during those years will be counted. Courses in which "grade forgiveness" policies have been applied are exempt.

All courses designated as "Honors," (this includes "Pre-AICE and Pre-IB") will be weighted as "4.5" on the weight scale for Clay County schools. "Level 3" Career and Technical Education courses will be weighted on a "4.5" basis. Courses designated as "Dual Enrollment, Advanced Placement, AICE and International Baccalaureate" will be weighted at "5.0."

COLLEGE READY TEST SCORES

The State of Florida launched the College and Career Readiness Initiative to improve student readiness for postsecondary education and promote success after high school graduation. Students are considered "college ready" or prepared to enter college credit coursework when they meet the state defined cut scores on approved common placement tests, per State Board Rule, 6A-10.0315. The goals of this legislation are to: 1) increase the number and percentage of students who graduate from high school ready for college credit coursework; 2) better communicate with 11th grade students and their parents the requirements of college entry, and; 3) to provide students, whose test scores in reading, writing and/or mathematics indicate deficiencies in critical skills, an opportunity to attain the needed competencies during the 12th grade year prior to high school graduation.

ACT Reading 19 & English 17 Math 19
SAT Reading Test-24 & Writing and Language Test- 25 Math Test- 24
PERT Reading 106 Writing 103 Math 114

CORRESPONDENCE COURSES

Credit by "correspondence courses" shall not be accepted unless transferred in as part of an official transcript from another accredited school or district. Credit used for this type of course through a state or regionally accredited school is required to be accepted at face value Acceptable nationally recognized accreditation organization.

JUNIOR HIGH SCHOOL COURSE SEQUENCING

Students are required to enroll in a full year of mathematics, language arts, science, social studies and at least one semester of physical education (per F.S. 1003.455) courses in

grades 7 and 8. (Please see the section entitled "Physical Education" to obtain more information on the P.E. waiver.) The core courses mentioned above are offered at various levels with the school making recommendations on the placement of the student. Unless students receive the P.E. waiver, they will have P.E. and an elective during the school day. Students may choose from a Career and Technical Education course and/or a visual and performing arts course for their elective.

Social studies at the junior high level includes a civics course which has an EOC attached to the course counting for 30% of the students' final grade. In addition, the student must pass the course in order to eventually be promoted to the 9th grade. The U.S. History course will include Florida History, the Declaration of Independence content and its relationship to our government, the Federalist Papers, and the U.S. Constitution.
Junior high students taking algebra and geometry will have an End of Course Exam (EOC) in addition to the Civics EOC. Courses requiring an EOC exam will have state mandated rules attached. Algebra I, geometry and Civics EOC exam results account for 30% of the students' overall grade. Students in junior high must pass the course with a "60" or above in order to receive the credit and be promoted. Students will have several opportunities to take the exam in order to receive the passing score.

Students in 7th and 8th grade may enroll in high school credit earning courses approved by the District. This enables the student to earn high school credits as well as meeting the junior high school promotional requirements. Clay Virtual Academy offers accelerated courses for qualified students that may allow junior high students to accelerate into high school math, science, computers and business skills and/or foreign language credits. Common courses approved by the District for high school credit are: Algebra 1, geometry, Spanish, and Agricultural Foundations. Please see the Master Schedule Guidelines for prerequisites for the CTE high school credit earning courses taught at the junior high school. Digital Information Technology will count towards the fine arts / practical arts graduation requirements and is a full-year course. These courses will be offered based on demand and teacher availability. Students and parents should check with their assigned school about other credit earning courses.

COURSE SUBSTITUTIONS

For a complete list of secondary course substitutions, see the FLDOE Secondary Student Progression FAQs, Career and Technical Education (CTE) Course Substitutions and Course Code Directory.

Interscholastic Sport(s), Fine Arts, and Reserve Officer Training Corps (F.S. 1003.428)

- Participation in an interscholastic sport, at the varsity or junior varsity level, for two full seasons will satisfy the one credit physical education requirement.
- Completion of one semester with a grade of "C" or better in a marching band class, physical activity class that requires participation in marching band activities as an extracurricular activity or in a dance class will satisfy one-half credit in physical education or one-half credit in performing arts.

    - This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an IEP or 504 plan.
- Completion of two years in a Reserve Officer Training Corps class (including a significant component of drills) will satisfy the one credit requirement in physical education and the one credit requirement in performing arts.
    - This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an IEP or 504 plan.

Career and Technical Education

Students may substitute up to two credits in each of the non-elective core subject areas of English, mathematics, and science as provided for in the Course Code Directory (CCD). Career and Technical Education earnings that are used as substitution credits in one subject area may not be used as a substitute for any other subject area. Career and Technical Education substitutions and approved Industry Certifications substituting for math and science credits will not count toward state university system admission requirements.

Military Training

Students may be granted up to one elective credit toward graduation for successful completion of military basic training (pass/fail) during the summer between the 11th and 12th grades provided the student is officially enrolled in one of the approved National Guard or military reserve sponsored "Split Training Option" programs. Credit would be granted under the appropriate Junior ROTC course listing in the "State Course code Directory" or other courses specifically designed to cover this program that may be added to the "Directory" by the DOE.

Local schools, with the approval of the Superintendent, may offer course substitutions as provided for in the Course Code Directory.

Local schools, with the approval of the Superintendent, may modify course delivery procedures to include extensive student involvement in field interpretations and studies outside the regular classroom. In all cases, total classroom and "field" time will equal the number of contact hours required to earn credit as well as providing for demonstrated mastery of student performance standards for each course. In the case of courses under the District Dropout Prevention Plan, course modifications as allowed by SBE Rule and Performance-Based programs, will be allowed for credit.

CREDIT ACCELERATION PROGRAM (CAP)

The Credit Acceleration Program (CAP) authorizes secondary students to earn high school credit in a course that requires an "End-of-Course" (EOC) exam, an Advanced Placement (AP) Examination, or a College Level Examination Program (CLEP) without having to actually be enrolled in the course(s). A student may earn high school credit in Algebra I, geometry, U.S. History or Biology I if the student passes the statewide, standardized EOC without the requirement of enrolling in or completing the course. Students are eligible to take the EOC each time that it is offered by the state. Students are

responsible for the expense of the AP or CLEP test itself and possible administrative costs.

The requirements and eligibility process to participate in the CAP program are:

- The EOC will be administered only at the times established by the state assessment calendar;
- The score necessary to earn the credit will be determined by the state;
- Only credit (no grade) will be earned by meeting the passing score on the EOC;
- The parent/student must notify the school counselor or Principal in writing in a timely manner regarding their desire to participate in the CAP process;
- Students/parents must supply evidence that they are prepared to sit for the assessment or that there is reasonable justification for the request. This evidence includes, but is not limited to, previous FCAT/FSA scores, assessment, and grades earned in recent EOC associated courses;
- Obtain the Principal's approval to take the EOC/AP/CLEP test ;
- If a student takes the EOC and does not earn credit, the student will not be eligible to apply for further CAP testing for the same course until additional preparation has been documented and approved by the school officials.

DROPPING/TRANSFERRING FROM HONORS OR ADVANCED COURSES

If a student is enrolled in an honors or AP full-credit course, the student may only drop the course within the first ten class meetings, or he/she may NOT drop the course until the end of the semester and only if the following conditions exist:

- Grade of D or F,
- Completion of a parent conference during each grading period,
- Demonstration of the student seeking consistent academic assistance, and
- Space available in a comparable course.

If a student is enrolled in an honors or AP half-credit course, the student may only drop the course after the end of the first nine weeks grading period and only if the following conditions exist:

- Grade of D or F,
- Completion of a parent conference during each grading period,
- Demonstration of the student seeking consistent academic assistance, and
- Space available in a comparable course.

Withdrawing from an honors or AP course is denoted with the WP or WF designation, but cannot be done until after the midpoint of the course. In the case of extenuating circumstances, a petition may be made on a case-by-case basis to the principal (or designee) for review of criteria to ensure proper course placement.

After 21 days, the grade earned in the honors/AP class follows the student to the next course, but teachers have flexibility to adjust the transfer grade based on demonstrated mastery of standards in the new course. *Note – withdrawing from dual enrollment courses is governed by the college deadlines, not school policy.*

END-OF-COURSE (EOC) EXAMS

Some courses require "End-of-Course" (EOC) exams as determined by state legislation. The Algebra 1 EOC is 30% of the students' overall grade and MUST PASS to meet the diploma requirements. Students, who score a Level 1 or 2 on the Algebra I EOC, may be enrolled in and complete an intensive remedial course the following year or be placed in a content area course that includes remediation of skills not acquired by the student. EOC's are also required in junior high Civics, Geometry, Biology, and U.S. History. EOC scores count as 30% of the final grade and may be required to receive the "Scholar" diploma designation. Please see the Florida Graduation Requirements for the full list of requirements. The District and school distributes information about EOC requirements, testing information and resources each year. Students in junior high taking a course requiring an EOC will not participate in the statewide standardized assessment for that subject.

For junior high students taking Civics, the EOC constitutes 30% of their grade. If a student transfers into a Florida public school after the beginning of the second semester of their 8th grade year, the student is exempt from the Civics requirement if:

- The student transcript documents passing three social studies courses.
- Or two year-long courses in social studies that include coverage of civics education.

Students may take an EOC during the regular administration of the test in order to receive credit for the course once the state establishes the passing score(s). This can occur even without being enrolled in or completing the entire course (see information on CAP). Students in grades K-12 are eligible under the CAP. Home education students will not take the EOC unless the student's parent chooses to use the EOC for the annual evaluation required by the school district as specified in section 1002.41 Florida Statutes. Homeschool parents should consult with Clay Virtual Academy about EOC's. Students enrolled in Florida Virtual School and Clay Virtual Academy must take all required EOC's.

Concerning students who transfer into Clay County from out of the country, out-of-state, a private school, or a home school, with a transcript that shows credit received in Algebra 1 or an EOC required course under the "Scholar" diploma status.

The transfer student is required to take:

- The Algebra 1 EOC assessment if the student is entering grade 9 and the transcript does not indicate a passing/proficient score on a statewide, standardized EOC assessment in Algebra 1 or on the high school statewide assessment in mathematics

required by the state from which the student transferred for purposes of satisfying the requirements of the Elementary and Secondary Education Act. After taking the Algebra I EOC at least one time, the student can satisfy the Algebra I EOC graduation requirement by achieving a comparable concordant score (see Florida Graduation Assessment Requirements).

- The Biology, Geometry, and U.S. History EOCs – for "Scholar" diploma students only – if the student entered grade 9 in 2013-14 or thereafter and the transcript does not indicate a passing/proficient score on a statewide, standardized EOC assessment in that course.

Florida private school students do not participate in the statewide assessments because these assessments exist to meet federal and state assessment accountability requirements for Florida public schools. Private school students who transfer into a Florida public school, however, must achieve a passing score on the Algebra 1 EOC at some point and the Biology, Geometry, and U.S. History EOC if seeking a "Scholar" diploma. Students will have several opportunities to take these assessments. The School District will distribute information about the EOC's and graduation requirements to the private schools on a yearly basis. Public school students attending private schools through the use of a school choice scholarship, such as the McKay Scholarship, may take the EOC assessments.

Students enrolled in accelerated courses (AP, IB, AICE, DE) leading to college credit are not required to participate in the EOC assessment. However, to meet the Scholar Diploma requirement in Biology and US History, all AP, AICE, and IB students must pass their respective tests or the EOC assessment.

FLORIDA SEAL OF BILITERACY

Students who attain a high level of competency in listening, speaking, reading and writing on one or more world languages, in addition to English, will be eligible for the "Gold" or "Silver" Seal of Biliteracy award. This level of attainment will then be denoted on the student's diploma and transcript.

The purpose for recognizing students attainment of this proficiency is to: encourage students to studyworld languages; provide employers with a method of identifying an individual with biliteracy skills who is seeking employment; provide a postsecondary institution with a method of recognizing an applicant with biliteracy skills who is seeking admissions to the postsecondary institution; affirm the value of diversity, honor multiple cultures and languages, and strengthen the relationships between cultures in a community. Students should consult with their school counselors in order to learn more about the standards of each level.

A. Silver Seal of Biliteracy
   - earn four foreign language course credits in the same foreign language with a cumulative 3.0 GPA or higher on a 4.0 scale, and

- earn a 3 or higher on the English Language Arts/FSA assessment

B. Gold Seal of Biliteracy
   - earn four foreign language course credits in the same foreign language with a cumulative 3.0 GPA or higher on a 4.0 scale, and
   - earn a 4 or higher on the English Language Arts/FSA assessment

In the event that the student was not able to complete 4 years of a World Language for high school credit, there are other assessment and portfolio options that may be used to fulfill the award requirements. Students should consult with their school counselors in order to learn more about the standards, additional exam options, and performance of each level.

FOREIGN EXCHANGE STUDENT GUIDELINES

Only those organizations operating international exchange programs at the high school level that are members in good standing of the "Council on Standards for International Educational Travel" (CSIET) will be allowed to place students in Clay County public schools. At no time will the number of exchange students allowed in a high school exceed one-fourth (1/4) of one percent of the total school population or more than five (5) from one organization. This provision may be waived with approval of the Superintendent of Schools or their designee upon the written request of the school principal. It is up to the school principal to determine the number of students allowed from each sponsoring organization, but unless requested, current federal regulations limit the number per organization to five (5). All organizations or host families must have foreign exchange students registered with their respective schools no later than five (5) calendar weeks prior to the start of school for student each year

Under the standards prescribed by CSIET, the following policies must be met by the host family and the exchange program prior to enrolling:

- Written acceptance by the school principal or their designee prior to a host family being designated;
- Specific information must be provided to the school. This includes academic records translated into English, the number of years completed prior to arrival and the years required in the home country to complete secondary school;
- The level of the student's English language proficiency, based on test scores from the ELTIS, must be provided to the District/School. If the student does not meet the minimum score requirement (218), the student will not be placed in a Clay County school. It is the goal of the District to make sure foreign exchange students have sufficient command of the English language to enable the student to function well in an English-speaking academic and community environment; appropriate background information and expectations regarding school experience;
- The student must not have completed more than 11 years of primary and secondary education exclusive of kindergarten;
- Foreign exchange students who have received a high school diploma, or its equivalent, in their home country are not eligible to be foreign exchange students

in the District.

- All exchange students will be required to take U.S. History, English III (American Literature), U.S. Government, Economics, and a minimum of 3 electives. The only exception to the required courses will be if the home country required a specific curriculum for a student in a specific grade and the local school can reasonably meet the student's course needs. Written documentation of this requirement must be included as part of the student's records;
- Foreign exchange students are subject to all school and district rules and regulations per the Clay County Code of Conduct.
- Foreign exchange students at no time will receive a Clay County diploma of any type nor participate in graduation ceremonies. They will be awarded a special certificate certifying that they successfully completed the course of study for exchange students as prescribed by the School District of Clay County. These students will not take the FSA or other assessments that may be prescribed by the DOE since they will not be awarded a standard diploma.
- Exchange students will be limited to a one-year program or, if approved by the principal, a semester.
- Exchange students entering into Clay County high schools through immigration status require a J-1 Visa. To get a J-1 Visa the student must be in an accepted foreign exchange program.
- A foreign exchange student may only register at the appropriate high school that shall be designated as the school within the regular school attendance zone of the host family's residence.
- A foreign exchange student may be eligible to participate in sports and activities provided they meet Florida High School Athletic Association (FHSAA) rules and policies.

GRADE FORGIVENESS "D" AND "F"

Students in grades 9-12 may retake a course in which they earned a "D" or "F." The higher grade earned will be used in computing their GPA. This is to allow a student whose GPA is less than 2.0 to improve their GPA in order to meet the minimum graduation requirement. The grade forgiveness policy for required courses is limited to replacing the grade of "D" or "F" with a grade of "C" or higher earned in the same or comparable course. Elective courses may replace the grade of "D" or "F" with a grade of "C" or higher in any elective course. Year-long electives will replace year-long electives; semester electives will replace semester electives. Junior High students taking high school credit earning courses may forgive grades of "C," "D," or "F." Once a "C" is earned through grade forgiveness, all previous attempts are forgiven and are not included in the student's GPA, but will remain listed on a student's official transcript.

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GRADING SCALE

Florida Grading Scale for Grades 6-12 is:

Letter Grade	Progress	Numerical Equivalent	GPA Value (for a 1.0 credit course)
A	Outstanding	90-100	"4" point
B	Above Average	80-89	"3" point
C	Average Progress	70-79	"2" point
D	Below Average	60-69	"1" point
F	Failure	50-59	"0" point
I	Incomplete		

Students moving into Clay County shall have letter grades converted to numeric grades for averaging purposes. If a student cannot produce documentation, or if numeric grades cannot be obtained, the following conversions will be made:

Letter to Numeric Grade Conversions

A+ = 100	**A = 95**	**S = 80**
B+ = 89	**B = 85**	**N = 75**
C+ = 79	**C = 75**	**U = 59**
D+ = 69	**D = 65**	
	F = 55	

If the student has not enrolled in school, schools will use a zero for the numeric grade.

GRADUATION EXERCISES/DIPLOMAS

- Students who meet the requirements for a "Standard," "Scholar," "Merit," and "Certificate of Completion" shall be eligible to participate in graduation exercises, unless the District or local school rules dealing with discipline or rules relative to graduation exercise participation are violated. Any violation is subject to review by the school principal for determination of outcome. Students, who fail to meet the minimum credits as prescribed by the School District of Clay County even

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though they have passed the state assessments, shall not participate in graduation exercises and shall not receive a "Certificate of Completion." Students eligible for a "Certificate of Completion" shall participate in graduation exercises. It is also District and State policy that eligible students are:

- Allowed to graduate prior to their cohorts (the 24-credit option and 18-credit ACCEL option);
- Students who graduate prior to their cohorts may continue to participate in school and social events and other specifically named events as part of the student's cohort, excluding athletics;
- Authorize eligible students who graduate from high school mid-year to receive a Bright Futures Scholarship award during the spring term.

During all phases of graduation exercises, including rehearsals, Baccalaureate and commencement, students participating will not be differentiated as to diploma or "Certificate of Completion" except as noted in programs used during scheduled exercises. Any reference made relative to the certification of students exiting high school during graduation exercises shall be limited to certification of the entire class. An example of wording or a statement that would be acceptable for use in the exercises would be, *"Seniors of the class of ____are now certified as graduates or have completed their high school course of study as prescribed by the School District of Clay County and the State of Florida."*

"Certificate of Completion" – Students who meet all credit requirements for graduation, but fail to meet a state assessment requirement AND/OR the required GPA for graduation may be awarded a "Certificate of Completion." Basic education students or students served under Section 504 of the "Rehabilitation Act of 1973" who receive a "Certificate of Completion," or are eligible to receive a "Certificate of Completion," may return to school for one additional year to meet all graduation requirements and receive a regular high school diploma. The awarding of a "Certificate of Completion" applies to students choosing the 24-credit option and the 18 credit ACCEL option. A student who has not completed all requirements for the three-year option, including earning passing scores on the state assessments and achieving the required GPA, must be required to meet the 24-credit option and must attend high school for a fourth year.

It is the District's policy that in order for a student to receive a diploma from the school in which they attended during their senior year, they must complete all requirements prior to the end of the summer school session. If the requirements are met after the beginning of school for the next year that student will receive an "Adult High School Diploma."

GRADUATION OPTIONS

In July 2017, the Legislature amended laws related to the high school graduation requirements. Students entering grade nine in the 2014-2015 school year and forward have several diploma options (Florida Standard Diploma Requirements). They are:

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- **24-credit Standard option (with "Scholar" and/or "Merit Designations)**
- **18-credit Academically Challenging Curriculum to Enhance Learning (ACCEL) option**
- **International Baccalaureate (IB) Diploma curriculum**
- **Advanced International Certificate of Education (AICE) curriculum**

All of these graduation options include opportunities to take rigorous academic courses designed to prepare students for their future academic and career choices. Students may change their selection of program options (24 credit and 18 credit ACCEL options) at any time during grades 9-12. Please refer to the "Graduation Requirement" charts in order to compare programs and the criteria for each type diploma.

A few points to remember when choosing a graduation option:

- Students selecting the IB program are committed to a four-year program. Should a student decide to exit the program prior to completion, they will be placed in the 24-credit option and must meet all requirements for that option;
- A student selecting the 18-credit ACCEL program must attend high school as a full-time student for 3 years. These students are still eligible for Florida Bright Futures Scholarships and qualify for acceleration programs (e.g.: AP, Dual Enrollment, etc.) if all criteria is met; High school credits awarded prior to the 9th grade will be counted toward the required credits for all graduation options;
- Students who plan to apply to an out-of-state or private in-state college or university and who are interested in the 18 credit ACCEL option should contact those institutions as early as possible for specific admissions requirements;
- Students must complete an online course to meet the graduation requirement (unless otherwise specified). Students in the IB, AICE, or 18 credit ACCEL programs are exempt from this graduation requirement. If an IB, AICE, or 18 credit ACCEL student withdraws or is removed from the program, they must fulfill this requirement.
- Students in the AICE program are exempt from Physical Education and Fine and Performing Arts requirements. If an AICE student withdraws or is removed from the program, they must fulfill this requirement.

Below is a summary of the graduation requirements for diploma types:

24 Credit Standard Diploma
This program takes the traditional four years to complete high school and requires students to take at least 24 credits in core content areas. Foreign Language is not required for this program, although it is recommended for Florida college preparation and is required for admission to Florida's state universities. At least one of the courses to meet graduation requirements must be online.

- 4 credits in English Language Arts - major concentration in composition, reading for information and literature; must pass the 10th grade FSA ELA or have a concordant score on a standardized test (ACT, SAT);

- 4 credits in math – two of which must be Algebra 1 (must pass EOC and have exam count as 30% of course grade) and geometry (must participate in EOC with results counting for 30% of final grade in course); two credits may be substituted with allowable industry certification that lead to college credit.
- 3 credits in science – one of which must be biology (must participate in EOC with results counting for 30% of final grade in course); two of the 3 credits must have lab components; one (1) credit may be substituted with allowable industry certification that leads to college credit, biology excluded; one (1) credit may be substituted with an identified rigorous computer science course with a related industry certification, biology excluded;.
- 3 credits in social science – 1 credit in U.S. History (must participate in EOC with results counting for 30% of final grade in course); 1 credit in World History; ½ credit in Economics with Financial Literacy; ½ credit in American Government;
- 1 credit in fine and performing arts, speech and debate, or a specified practical arts course;
- 1 credit in physical education (includes integration of health)
- 8 credits in electives – elective courses are selected by the student in order to pursue a complete educational program and to meet eligibility requirements. Some students will be required to take certain electives based on assessment scores;
- 1 course from the above list must be an online course. This can be either a ½ or 1 credit course. The online course requirement may not apply to a student who has an IEP which indicates that an online course would be inappropriate, OR to a student who is enrolled in a Florida high school and has less than 1 academic year remaining;
- 24 credits may be earned through equivalent, applied, or integrated or career education courses, including work-related internships;
- The student must have a cumulative GPA of 2.0 or higher on a 4.0 scale.

"Scholar" Designation of Standard Diploma – same as above except for the following additions:

- Math – Earn 1 credit in Algebra II; pass the Geometry EOC; earn 1 credit in statistics or equally rigorous course;
- Science – Must pass the Biology EOC or earn minimum score for college credit on AP, AICE, or IB Biology I assessment; must take chemistry or physics; earn 1 credit in a course that is equally rigorous to chemistry or physics;
- Social sciences – Must pass the U.S. History EOC or earn minimum score for college credit on AP, AICE, or IB U.S. History assessment;
- Earn at least 2 credits in a foreign language;
- Earn at least 1 credit in AP, IB, AICE, or Dual Enrollment course

"**Merit" diploma** – same as "Standard" diploma except for the following addition:

- Students pursuing a merit designation must attain one or more industry certifications.

International Baccalaureate (IB) Diploma
The IB program is a rigorous pre-university course of study leading to internationally standardized tests. The program's comprehensive two-year curriculum allows its' graduates to fulfill requirements of many different nations' educational systems. Students completing IB courses and exams from six areas: 1) Language A1; 2) Language A2; 3) Individual and Societies; 4) Experimental Sciences; 5) Mathematics; and 6) Arts and Electives. IB diploma candidates must demonstrate their mastery of course work by passing a battery of comprehensive written, and in some cases oral, examinations in the six subject groups. In addition, IB candidates are required to take the course, "Theory of Knowledge," complete 150 hours of community service projects and extra-curricular activities, and to write an extended essay. Students in schools enrolled in IB courses do not have to pay to take the exams.

Advanced International Certificate of Education (AICE) Diploma
AICE is a program that is a rigorous pre-university course of study, leading to internationally standardized examinations under the Cambridge International Examination program. AICE diploma candidates must demonstrate their knowledge of the coursework by passing a battery of comprehensive written, and in the case of foreign language, oral examinations. AICE students are required to select seven tests, one test from each of four major subject groups: Math and Science, Languages, Arts and Humanities, Global Perspectives and the remaining three examinations from any of the subject areas the student chooses with a maximum of two credits coming from the optional category.

The two schools in Clay County that offers the AICE program are Fleming Island High School and Oakleaf High School. The AICE program is considered an Academy and students must be either zoned for those schools in order to participate or among the 10% of the total candidates selected that are zoned at other schools. For more information, parents and students should contact those schools.

For an AICE diploma, a candidate must earn the equivalent of seven credits by passing a combination of exams at either the full (one-credit) Advanced Subsidiary Level (AS) or double (two credits) International Advanced Level (A), with at least one course coming from Global Perspectives and one course from each of the other three curriculum areas. Students in schools enrolled in the AICE courses do not have to pay to take the exams.

ACCEL (18-credit) Diploma
Students who choose this option are only required to earn 18 credits. The core credits (math, language arts, social sciences, and science) are the same as the standard diploma types. These students pursuing the ACCEL diploma option do not have to earn a physical education credit, the online course credit is not required, and only 3 elective credits are needed instead of 8 elective credits. All other requirements are still in effect.

Online Credit Graduation Requirement
Students may meet this requirement by completing and passing an online high school course offered by the following:

- Florida/Clay Virtual School;
- A district high school (traditional, franchise, or virtual charter);
- A postsecondary school as an online dual enrollment course;
- District virtual instruction programs; and
- A district middle school (high school level course)

Online course specifications and substitutions:

- Core course or considered electives, earning ½ credit or 1 full credit after course successfully completed.
- Completion of a course in which a student earns a nationally recognized industry certification in information technology that is identified on the Career and Professional Education Act (CAPE) Industry Certification Funding List pursuant to s. 1008.44, F.S.,
- Passage of the information technology certification examination without enrollment in or completion of the corresponding courses.
- Passage of an online content assessment by which the student demonstrates skills and competency in locating information and applying technology for instructional purposes without enrollment of the corresponding course or courses.

Exceptions and Exemptions to Online Course Graduation Requirement
The online course requirement may not apply to a student who has an IEP which indicates that an online course would be inappropriate OR to a student who transfers into a Florida public high school who has less than a year left in high school.

Students may also satisfy the online course graduation requirement by completing a blended learning course.

Due to the blended model of instruction in secondary intensive reading classes (online and offline learning), successful completion of a year-long intensive reading course satisfies the online course requirement for students. If a 9-12 grade student passes the FSA ELA Assessment re-take or earns a concordant score, the student must remain in the intensive reading course for the full year in order to satisfy the online course requirement. If a student has already met the online course requirement outside of the intensive reading course and passes the FSA ELA Assessment or ACT/SAT in the fall, the student may exit intensive reading at the semester break.

Any student in grades 6-12 scoring a level 1 or 2 on FSA Reading Assessment must be screened using district-selected assessments. Students who pass the screeners will receive reading support within content area classes in order to fulfill their reading remediation requirement. Those students who do not pass the screeners must be placed in an intensive reading class.

Graduation Requirements/Diploma Options			
Subject Area	Graduation Requirements of 24-Credit "STANDARD" Diploma	Graduation Requirements of 24-Credit "SCHOLAR" Designation	Graduation Requirements of 24-Credit "MERIT" Designation
English	4 credits in Language Arts *MUST PASS* 10th grade FSA ELA assessment	4 credits in Language Arts *MUST PASS* 10th grade FSA ELA assessment	4 credits in Language Arts *MUST PASS* 10th grade FSA ELA assessment
Mathematics	4 credits: 1 credit must be Algebra I (*MUST PASS* EOC; EOC 30% of grade) 1 credit in Geometry (EOC 30% of grade) 2 additional courses - 2 credits may be substituted with allowable industry certification courses that lead to college credit.	4 credits: 1 credit must be Algebra I (*MUST PASS* EOC; EOC 30% of grade) 1 credit in Geometry (EOC 30% of grade; *MUST PASS* EOC 1 credit in Algebra II 1 credit in Statistics or equally rigorous course.	4 credits: 1 credit must be Algebra I (*MUST PASS* EOC; EOC 30% of grade) 1 credit in Geometry (EOC 30% of grade) 2 additional courses - 2 credits may be substituted with allowable industry certification courses that lead to college credit.
Science	3 credits: 1 credit in Biology 1 (EOC 30% of grade) 2 credits in an equally rigorous course, 2 of 3 credits must have a lab. One credit may be substituted with allowable industry certification leading to college credit.	3 credits: 1 credit in Biology 1 (*MUST PASS* EOC) 1 credit in Chemistry or Physics 1 credit in equally rigorous course	3 credits: 1 credit in Biology 1 (EOC 30% of grade) 2 credits in an equally rigorous course, 2 of 3 credits must have a lab. One credit may be substituted with allowable industry certification leading to college credit.
Social Studies	3 credits: 1 credit in World History 1 credit in US History (EOC 30% of grade) ½ credit in Government ½ credit in Economics with Financial Literacy	3 credits: 1 credit in World History 1 credit in US History (*MUST PASS* EOC) ½ credit in Government ½ credit in Economics with Financial Literacy	3 credits: 1 credit in World History 1 credit in US History (EOC 30% of grade) ½ credit in Government ½ credit in Economics with Financial Literacy
World Language	Not required for high school graduation, but required for admission into state universities.	2 credits in the same language or demonstrated proficiency in a second language.	Not required for high school graduation, but required for admission into state universities.
Fine and Performing Arts, Speech and Debate, or Practical Art	1 credit in Fine or Performing Arts, Speech and Debate, or Practical Arts (eligible courses specified in Course Code Directory)	1 credit in Fine or Performing Arts, Speech and Debate, or Practical Arts (eligible courses specified in Course Code Directory)	1 credit in Fine or Performing Arts, Speech and Debate, or Practical Arts (eligible courses specified in Course Code Directory)
Physical Education	1 credit in Physical Education to include the integration of health to include the CPR/AED training.	1 credit in Physical Education to include the integration of health to include the CPR/AED training.	1 credit in Physical Education to include the integration of health to include the CPR/AED training.
Electives	8 credits	Must earn 1 AP, IB, AICE, or Dual Enrollment credit	8 credits
On-line Course Requirement	1 course (can be either a semester or yearlong course credit; if yearlong course is selected, the entire course must be completed to satisfy requirement).	1 course (can be either a semester or yearlong course credit; if yearlong course is selected, the entire course must be completed to satisfy requirement).	1 course (can be either a semester or yearlong course credit; if yearlong course is selected, the entire course must be completed to satisfy requirement).
Total	24 credits*	24 credits	24 credits*
Industry Certification Requirements	None required	None required	Must attain one or more industry certifications.
Grade Point Average (GPA) Requirement	Cumulative GPA of 2.0 on a 4.0 scale		
State Assessment Requirements	Students *MUST PASS*: • Grade 10 FSA ELA (or ACT/SAT concordant score) • Algebra I EOC (or ACT/SAT/PSAT		
Special Note: *For the Standard Diploma and Merit Diploma the 24 credits may be earned through equivalent, applied, or integrated or career education courses including work-related internships.			

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GRADUATION REQUIREMENT: CPR TRAINING

For students entering the ninth grade in 2017-18 and thereafter, compression only cardiopulmonary resuscitation (CPR) and automated external defibrillator (AED) instruction will be implemented with the following requirements:

- The twenty-four (24) credit standard diploma option will require compression only CPR and AED instruction.
  - CPR and AED will be taught in the Personal Fitness course, traditionally or virtually.
  - Additional instructional opportunities may be provided through another appropriate course or school-related activity.
- The instructional program must meet the following requirements:
  - The instruction will be in compliance with the American Heart Association, American Red Cross, or a nationally recognized program based on the most current national evidence-based emergency cardiovascular care guidelines for compression only CPR.
  - Instruction will include the core cognitive and psychomotor skills associated with compression only CPR.
  - Instruction will include appropriate use of an AED which may be taught electronically (e.g. video).
- Schools will provide compression only CPR instruction or will arrange for instruction by community-based providers.
  - Compression only CPR/AED instructors are not required to be certified teachers.
  - Certified teachers providing compression only CPR/AED instruction are not required to be certified trainers of compression only CPR/AED.
  - Students are not required to earn compression only CPR/AED certification to successfully complete the instruction.
  - Students who are physically and/or cognitively unable to perform the training will be exempt from this requirement. Schools will make this determination in accordance with the student's Individualized Education Program (IEP).

The superintendent or designee shall be responsible for ensuring that schools comply with the requirements as outlined in this policy.

STATE REQUIRED INSTRUCTION

Pursuant to State Statute 1003.42, students receive required instruction on topics that include but not limited to the following:

- The History of the United States, Civil Government, the History of the Holocaust, the History of African Americans, and the contributions of Hispanics and Women to the United States
- Character education on self-control, resilience, leadership skills, kindness, empathy, cooperation, and conflict resolution.

- Comprehensive Health education that shall cover various topics that include healthy relationships, teen dating violence, personal health, internet safety, and prevention and control of disease. The instruction in acquired immune deficiency syndrome, per state statute 1003.46, shall be grade and age appropriate of the student and shall reflect current theory, knowledge, and practice regarding acquired immunodeficiency syndrome and its prevention. Section (3) of this statute allows any student whose parent makes a written request to the school principal to be exempted from the teaching of reproductive health or any disease, including HIV/AIDS, its symptoms, development, and treatment.

In 2019, the state added an additional ruling, Rule 6A-1.094124, under comprehensive health education that require a minimum of five hours of instruction related to mental and emotional health for students in grades 6-12 . Additionally, school districts are required to annually provide instruction to students in grades K-12 related to child trafficking prevention and awareness of youth substance use and abuse health education. The content will be grade and age appropriate. The school districts are required, under the rulings, to document planning and delivery of all instruction.

A student shall be exempt from these instructional activities provided his/her parent(s) or legal guardian files a written request with the school principal.

The Superintendent, or designee, shall review curriculum frameworks which are prepared and distributed by the Florida Department of Education and related to Acquired Immune Deficiency Syndrome (AIDS) education. If the curriculum frameworks are inconsistent with locally determined curriculum for AIDS education or are not reflective of local values and concerns, the Superintendent shall advise the School Board and provide recommendations for instructional activities.

HOME EDUCATION

"Home Education Program" is defined in F.S. 1002.41

Clay County secondary schools, including Clay Virtual Academy, are accredited by the AdvancEd. A student seeking to enter or re-enter a Clay County public school from a home educating program or a non-accredited school must meet all entrance requirements (state and district) that any other student must meet. The student will be enrolled at the appropriate grade level based on validated academic performance. A student may enroll full (K-12) or part-time (6-12) in Clay Virtual Academy and remain homeschooled.

All transfer work from a home education program other than Clay Virtual Academy or FLVS or accredited program, will be posted on a "pass/fail" basis and will not be utilized in GPA calculation unless the grade is validated by the student taking an approved exam. F.S.1006 allows home schooled students to participate in interscholastic extracurricular activities of their attendance zoned school. The home education student must meet the same requirements of grades, residency and behavior as required of other students. They must be permitted to enroll in curricular classes that are required of the extra-curricular activity (Ex.: ROTC, Band, etc.). The home education student must register his/her intent

to participate in extracurricular activities with the school before the beginning of the activity in which he or she wishes to participate. **The student standards for participation in interscholastic extracurricular activities begin with the student's first semester of the 9th grade**. If a student's cumulative GPA falls below 2.0 in the specified courses, the student must execute an academic performance contract with the district school board, the FHSAA, and the student's parents. At a minimum, the contract must require the student to attend summer school to improve his/her GPA. A student must also maintain good conduct to remain eligible to participate in interscholastic extracurricular activities.

Home school students enrolled with Clay Virtual Academy have opportunities to participate in CVA social activities. To receive a CVA diploma, students must enroll as public school students for their entire senior year and meet District requirements. Should homeschooled students wish to graduate from a high school and receive that schools' diploma; they must re-enroll for their entire senior year.

HONOR ROLL

The "Honor Roll" status of students will be based on the following criteria:

- The "A" Honor Roll will consist of all "A's" on or above grade level;
- The "A/B" Honor Roll will consist of all "A's or B's" on or above grade level;
- Unweighted grades are utilized for Honor Roll selection;
- Conduct grades do not count toward Honor Roll determination

INTERIM REPORTS

Parents or adult students must be notified in writing at a time during a grading period when it is apparent that the student may fail or is doing "Unsatisfactory" work in any course or grade assignment. It is imperative that contact take place to allow for an opportunity to use intervention strategies to correct deficiencies in academic areas. An acknowledgement of such notification should be obtained, if possible.

INTERSCHOLASTIC PARTICIPATION

To be eligible for interscholastic competition, a student must meet the following criteria:

- Have a cumulative 2.0 GPA on a 4.0 scale. Students who fall below the 2.0 requirement will remain ineligible for the next entire semester;
- The student must be in good standing with the school based on school and District policies.
- The student's eligibility is also contingent upon meeting the policies established in the district's Code of Student Conduct.
- See School Board Policy 4.43 for complete eligibility information.

Summer school subjects shall be included in the calculation of the students' GPA of the previous semester for participation in extracurricular activities during the first semester of each school year. Seventh (7th) grade students shall be eligible for participating during the first semester provided they were regularly promoted from the 6th grade.

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OFFENSES AGAINST INTELLECTUAL PROPERTY

Florida Statute provides that, "whoever willfully, knowingly, and without authorization modifies data, programs, or supporting documentation residing or existing internal or external to a computer, computer system, or computer network commits an offense against intellectual property."

Except as otherwise provided in this section, an offense against intellectual property is a felony of the third degree. If the offense is committed for the purpose of devising or executing any scheme or artifice to defraud or to obtain any property, then the offender is guilty of a felony of the second degree.

In addition, it is unlawful for any individual to knowingly and willingly taking an online course or examination on behalf of another person for compensation. Any individual that violates this provision commits a misdemeanor of the second degree. FS1008.24

PERFORMANCE STANDARDS

Clay County shall use the DOE prepared student performance as the approved curriculum for Secondary Education, including updates and changes as received from DOE. No courses shall be offered which are not state approved unless a special course is piloted under state guidelines and with School Board approval.

PHYSICAL EDUCATION

The 2008 Legislature passed Senate bill 610 requiring each district to include the availability of one-on-one counseling to students regarding the benefits of physical education. Beginning in 2009-10 the equivalent of one class period per day of physical education for one semester (minimum standard) of each year for students enrolled in grades 6-8 will occur (F.S. 1003.455). The physical education requirement shall be waived (grades 6-8) for a student who meets one of the following criteria (unless the child meets one of the waiver criteria listed below, he/she will be enrolled in physical education while in grades 6-8):

- The student is enrolled or required to enroll in a remedial course
- The student's parent indicates in writing to the school one of the following:
  - The parent requests that the student enroll in another course from among those designated by the school district, or
  - The student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement.

PROMOTION AND RETENTION

Any pupil who has been retained may be assigned during the next school year to the next higher grade if the principal has documentation that standards have been met and that the

student will be able to benefit from instruction at the high grade. Normally, this assignment occurs at the end of the semester, if such an assignment results in the child transferring to another school. Regarding the placement, principals must document through a variety of means that the student has met state standards. This should be done by reviewing the academic history of the student, looking at assessments and applying remediation/grade recovery processes established by Clay County. In no case, shall the move be initiated until the principal of the receiving school has been notified and agrees with the documentation. If the receiving principal questions the transfer, the two principals should meet to discuss any questions or concerns. If requested by either principal, a district review may be used to determine proper placement of the student in question. The recommendation should be made in writing to the district school superintendent. Documentation and recommendation will then be forwarded to the Chief Academic Officer for review. In addition, school personnel should utilize all resources to achieve parent understanding and cooperation regarding a student's grade placement.

All students who appear to be having difficulty meeting promotion requirements should be evaluated carefully by the professional staff, considered for Multi-Tiered System of Support (MTSS). Students who are to be retained must receive counseling services and may be recommended for evaluation by specialists if the principal and teacher(s) feel such a referral would benefit the child. Any child in middle or junior high school, who has been retained one year and is recommended for retention a second year, is to be referred for an evaluation by appropriate specialists, psychologists, etc.

Students who do not satisfactorily achieve established objectives for the grade or course which they are assigned may be assigned to the same grade for the next school year or given an alternative assignment. Student's level of proficiency in the areas of reading, writing, science and mathematics must be reviewed and the student's progression must be based, in part, upon this proficiency. Students not meeting desired levels of proficiency as determined by the District and/or as evidenced by the results of state mandated tests are to be provided remedial instruction designed to foster their progress toward mastery of essential concepts and required standards. If mastery is not achieved, remediation may be provided through, but not limited to, one or more of the following:

- Summer school course work or intensive skills development;
- Extended day or school year services/academic tutoring;
- Parent tutorial programs/
- Mentoring
- Contracted academic services (previously approved);
- Modified curriculum;
- Exceptional Student Education (ESE) services;
- Class size reduction;
- Use of educational software (EDGENUITY)
- Suspension of other curriculum offerings in areas other than reading, writing, English and math, or in those subjects specifically required for graduation.

Retention of students must be considered if the student has failed to master approved performance standards and has been provided remedial instruction and upon reassessment

falls below determined cut-off points on a District measure of assessment or on the state assessments in reading, writing, science and mathematics. A student may also be retained within an intensive program that is different from the previous year's program and takes into consideration the student's learning style. Children should be retained as little as possible. Students must not be retained without documentation that remediation was provided in a timely and comprehensive manner. No student may be assigned to a grade level based solely on age or other factors that constitute social promotion.

Upon subsequent evaluation, if the documented deficiency has not been remediated, the student may be retained. Each student who does not meet the minimum performance expectations defined by the commissioner of Education for the statewide assessment tests in reading, writing, science and mathematics must continue remedial or supplemental instruction until the expectations are met or the student graduates from high school or is not subject to compulsory school attendance. An appropriate alternative placement must be considered for a student who has been retained two or more years.

Each district must annually report to the parent or legal guardian of each student the progress of the student towards achieving state and district expectations for proficiency in reading, writing, and mathematics. The district must report to the parent or legal guardian the student's results on each statewide assessment. The evaluation of each student's progress must be based upon the student's classroom work, observations, tests, district and state assessments, and other relevant information. Progress reporting must be provided to the parent or legal guardian, in writing, in a format adopted by the district School Board.

In general, the procedures outlined in this Student Progression Plan apply to all students with disabilities. An IEP serves as the basis for decisions regarding retention and promotion.

Under most circumstances, students will complete grade groupings within a set time frame. However, the principal may authorize that a student be retained a second time in any one of the grade groupings.

PROMOTION AND PLACEMENT OF JUNIOR HIGH STUDENTS

In order to be promoted to the next higher grade within the junior high, a student must successfully complete language arts, mathematics, science, and social studies. Existing state student performance standards shall be the basis for each course. Appropriate procedures shall be followed by the classroom teacher to continuously and carefully observe student performance throughout the school year to determine if expected achievement levels and/or course performance standards are being met. Under no circumstances should student performance be judged solely on the basis of a single test.

The areas of reading, writing, mathematics and science must be assessed with the use of District performance measures, testing, teacher observation, classroom assignments and state assessment measures. Remediation measures must be taken and documented in the

student's PMP. No student may be assigned to a grade level based solely on age or other factors that constitute social promotion (See P. 83 "Summer School – Junior High" on more information pertaining to promotion from grade level to grade level at the junior high.)

In order to be promoted to grade 9, Junior High students MUST successfully complete the following during their 6th, 7th and 8th grade years (F.S. 1003.4156):

- 3 courses in English Language Arts
- 3 courses in mathematics (Successful completion of a high school level Algebra 1 or geometry course is not contingent upon the student's performance on the statewide, standardized end-of-course (EOC) assessment. However, to earn high school credit, the junior high student must take the EOC and pass the course, with the assessment constituting 30% of the final course grade.)
- 3 courses in social studies (one of which must be, at a minimum, a one-semester civics education course that includes the roles and responsibilities of federal, state and local governments, the structures and functions of the legislative, executive and judicial branches of government; and the meaning and significance of historic documents, such as the Articles of Confederation, the Declaration of Independence and the U.S. Constitution. In addition, this course includes a statewide, standardized EOC that constitutes 30% of the student's final grade as required under s. 1008.22, F.S.. A middle grades student who transfers into the state's public school system from an out-of-country, an out-of-state, a private school, or a home education program after the beginning of the second term/semester of grade "8" is not required to meet the civics education requirement for promotion IF the student's transcript documents passage of three courses in social studies or two year-long courses in social studies that include coverage of civics education.)
- 3 courses in science (Successful completion of a high school level Biology 1 course is not contingent upon the student's performance on the statewide, standardized EOC assessment required under s. 1008.22. However, to earn a credit for this course, the student must take the Biology 1 EOC, which constitutes 30% of the student's final course grade, and earn a passing grade in the course.)
- One course in career and education planning to be completed in grades 6, 7, or 8, which may be taught by any member of the instructional staff. The course must be Internet-based, customizable to each student, and include research-based assessments to assist students in determining educational and career options and goals. In addition, the course must result in a completed personalized academic and career plan for the student that may be revised as the student progresses through middle school and high school; must emphasize the importance of entrepreneurship and employability skills; and must include information from the Department of Economic Opportunity's economic security report under s. 445.07. The required personalized academic and career plan must inform students of high school graduation requirements, including a detailed explanation of the requirements for earning a high school diploma designation under s. 1003.4285; the requirements for each scholarship in the Florida Bright Futures Scholarship Program; state university and Florida College System institution admission requirements; available opportunities to earn college credit in high school, including Advanced

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Placement courses; the International Baccalaureate Program; the Advanced International Certificate of Education Program; dual enrollment, including career dual enrollment; and career education courses, including career-themed courses, pre-apprenticeship and apprenticeship programs, and course sequences that lead to industry certification pursuant to s. 1003.492 or s. 1008.44. The course may be implemented as a stand-alone course or integrated into another course or courses.

PROMOTION AND PLACEMENT OF HIGH SCHOOL STUDENTS

Grade level designation for high school students will be determined as follows:

- Following completion of one year designated as a 9th grader, the student will be designated as a 10th grader in the computer system. This designation does not guarantee that the student has successfully completed the traditional 6-credits per school year;
- Following completion of one year designated as a 10th grader, the student will be designated as a 11th grader in the computer system. This designation does not guarantee that the student has successfully completed the traditional 12-credits for two years of high school enrollment;
- Following the completion of one year designated as a 11th grader, the student must have completed 18-credits OR 21-credits at the end of the 1st semester of the students fourth year enrolled at a high school and have a 2.0 cumulative GPA in order to be classified as a 12th grader (Senior) and take part in Senior oriented events (Prom, Grad Bash, and any other school determined Senior activities)

According to state statutes, students are assigned to a cohort year based on the year they first entered 9th grade. This cohort year determines the graduation requirements that must be met by that student. Students will be regularly notified as to their "credits earned" status towards graduation. The student will need to acquire the appropriate number of credits based on the graduation option chosen in order to be on track to graduate in four years with their 9th grade cohort. Grade recovery opportunities exist in order to help maintain student's progress towards graduation.

Students age 18 or older wishing to return to school after withdrawing may petition the school for placement. The principal and/or designee will review the reasons for return given by the student and family. The principal will make the final determination based on the following requirements:

- The student has accumulated at least 16 credits;
- The student has a probable chance of graduating within the academic year;
- An agreement between the student and school concerning attendance, behavior and school performance is agreed upon.

If the principal does not agree to the conditions or the student does not meet the criteria, Adult Education will serve the educational needs of the student.

As in state statute, students who received a "Certificate of Completion" may return for a 5th year of high school in order to obtain their Standard Diploma.

READING AND MATH REMEDIATION

Reading: All 7th through 10th grade students scoring a Level 1 or Level 2 on the reading portion of the FSA will be screened for intensive reading placement.- Screening includes the use of the Achieve 3000 Spring Benchmark results, as well as a district comprehension screener and teacher recommendations. Students qualifying for intensive reading will be placed in one class period of reading using a blended model of teacher instruction and computer based practice. Students not qualifying for intensive reading placement will receive reading support in the content area classes. Students in grades 11 and 12 who score a Level 1 or 2 on FSA retakes and who have not earned a concordant score on the ACT or SAT will be placed in an intervention course focusing on ACT/SAT preparation and reading remediation. If a student passes the FSA retake or earns a concordant score, (s)he may exit the intensive reading program at the end of the first semester. (Note: The Instructional Decision Tree for intensive reading placement can be found on the district website.)

Math: Students in grades 7 and 8, who score an achievement level 1 on FSA, will be placed in standard math classes and will not qualify for advanced math programs. Eighth grade students scoring an achievement level 1 on the pre-algebra FSA will be given priority for Algebra 1A/1B upon entering high school. As a mandatory Florida math graduation requirement, students in Algebra 1 and Geometry are required to take an "End-of-Course" exam. Students not scoring an achievement level 3 or higher will be placed in a liberal arts math course. Secondary schools will also be utilizing the Edgenuity online program to remediate course work, as a virtual tutor, and credit recovery. Additional remedial options are available in all Clay County secondary schools through the School Counseling Department.

SCHEDULE CHANGES

When changing a student's schedule after the first ten days of school, leveling must be within the same specific subject. An example of this is if a student requests a schedule change and they are enrolled in Algebra Honors, Algebra 1 would be the most appropriate change. Grades earned will be transferred as part of the leveling process. Any withdrawals after the first quarter would require a withdraw "F/0" for the 2nd grading period and the semester exam. Students who withdraw with an "F" from a course may enter a semester course at the semester change if space is available.

In the case where a student has been improperly placed in a class, and this has been verified by the teacher, then movement to another more appropriate subject area class is in order with the approval of the principal. This should take place before the end of the first grading period so the student may be placed in an appropriate course. Current grades should be transferred to average in with grades earned in the new course. If inappropriate placement

is determined prior to the end of the first interim reporting period and no appropriate class is available for reassignment, then the grade given to the student for the course would be a "Withdrawn: Passing." The grade would then be posted as no credit just as we do with course forgiveness.

Students taking courses through Clay Virtual Academy or FLVS should review the "Student Contact and Drop" policy.

SEMESTER EXAMS

All students in grades 9-12 shall take semester exams. The School Board approved exam exemption procedures for seniors only is as follows:

- Exam exemptions are limited to seniors only;
- All seniors in year-long courses with a 1st semester average of "B" or better and a "B" average or better for 3rd and 4th quarters averaged together, will be exempt from taking those exams given at the end of the 2nd semester. Courses that are a semester in length are not exempt at any time;
- Attendance is not a consideration under the current exemption policy
- Exam values are the same for the current school year
- Semester exams will not be given early.

SPECIAL CONSIDERATIONS

Junior High: Students with exceptional ability may be enrolled in credit earning courses at the high school with the approval of the school principals and the parent. The parent shall assume the responsibility for transporting the student between schools, where appropriate. Such enrollment must be limited to courses which are congruent with the beginning or ending of the school day, but not both. Student's grades and credits shall be awarded as received by the school where the student is regularly enrolled.

Special classes/programs: The district will employ special programs designed to assist students in meeting the necessary credits and the 2.0 GPA required for graduation. Appropriate approaches not already covered in this plan will include, but shall not be limited to, special counseling tutorial programs, help and/or homework sessions, skills classes and special assistance to obtain a high school equivalency diploma when all requirements for graduation have been met except for the attainment of a 2.0 cumulative GPA.

SUMMER SCHOOL

Summer school is an extension of the school year for students who attended Clay County schools. Students who did not attend Clay County schools are not eligible for the summer program unless they enrolled prior to the beginning of the 4th nine-week period or approved for the HOPE Scholarship Program (see the "Student Code of Conduct for more information about this program). High School Students may earn up to two full-credits during the summer regardless of the vehicle(s) used to acquire that credit.

Junior High Summer School: "Conditional Promotion."
For a 6th or 7th grader who has failed two subjects, or ESE students with IEP recommendations, they may take one (1) of the courses during the traditional "Summer School" period. The other failed course must be completed either through a virtual program or during the next summer school offering. Junior High students may receive grade forgiveness for courses in which they received a "C," "D," or "F." If math is one of the failed courses, it must be taken during the immediate summer school session. An 8th grader failing two subjects must have all subjects successfully completed prior to enrolling in the 9th grade. The "**Conditional Promotion"** must take into consideration the following factors in addition to the completion of the failed courses:

- Whether or not the student has been previously retained;
- The student is older than the average age of the other students;
- It will be in the best interest of the student to receive a "Conditional Promotion";
- There is evidence that the student has the ability to be successful at the next grade level.

If it is the determination of the Principal to not approve a "Conditional Promotion" for a student, the student will be recommended for retention. An 8th grade student must have passing grades for all core content subjects for 6th-8th grade in order to be promoted to 9th grade, therefore, "Conditional Promotion" does not apply. **Students failing 3 or more courses are automatically retained.**

High School Summer School:
Students may take ½ credit or up to 2 credits during the summer period. All coursework for grade forgiveness must be completed prior to the next school year. High school students may take courses that they received a "D" or "F" in so as to earn credit and to raise their GPA's. Courses for new or original credit are limited and determined on an annual basis by the District.

Summer programs by other districts which assign credit may be reviewed by Clay County staff to determine appropriateness of assigning local credit. Prior approval should be received before attempting summer courses at other schools/districts.

TERMINATION OF SCHOOL PLACEMENT AT AGE 16

A student who attains the age of 16 years during the school year is not subject to compulsory school attendance beyond the date upon which he or she attains that age if the student files a formal declaration of intent to terminate school enrollment with the District. The declaration must acknowledge that terminating school enrollment is likely to reduce the student's earning potential and must be signed by the student and the student's parent.
The following steps must also be taken:

- The school shall notify the student's parent of receipt of the student's declaration of intent to terminate school enrollment.
- The student's school counselor or other school personnel shall conduct an exit interview with the student to determine the reasons for the student's decision to terminate school enrollment and actions that could be taken to keep the student in school.
- The student shall be informed of opportunities to continue his or her education in a different environment, including, but not limited to, adult education and GED test preparation.
- The student shall complete a survey to provide data on student reasons for terminating enrollment and actions taken by schools to keep students enrolled.

TRANSFERRING STUDENT

Students transferring from one school to another shall have the grade assigned by the departing school and by the receiving school if registered there for 15 or more days. If a student is transferring to a school in another district at a time near the end of the school year and the school they are transferring to, has already completed the school year, it will be the responsibility of our "sending school" to use good judgment for the benefit of the student involved. Usually no more than 20 school days should apply. The student's grades should be closed out and credit posted. Virtual students taking FLVS content courses receive grades of "WF" or "WP" when transferring prior to course completion per FLVS policy. The principal has the authority to waive class exams (this does not include "End-of Course" exams) in order to close out a student's grades.

Transferring Student and Graduation: students who enter a Clay County school at the 11th or 12th grade level from out-of-state or from a foreign country shall not be required to spend additional time in the high school in order to meet the high school course/credits requirements IF the student has met all course/credit requirements of the school district, state, or country from which he or she is transferring. In addition to credit requirements to receive a standard high school diploma, a transfer student must earn a 2.0 GPA, pass the Algebra I EOC OR have passed an equivalent Algebra I EOC from the transferring state or county, pass the 10th Grade FSA ELA OR receive the concordant scores on the SAT or ACT identified by the Department of Education. Such students who are not proficient in English should receive immediate and intensive instruction in English language acquisition.

Transfer Credit Policies and Guidelines: The "State Uniform Transfer of High School Credits Rule" states that credits and grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value subject to validation if required by the receiving school's accreditation. The rule does not require that the transferring school be accredited in order for the credits to be accepted at face value. The rule states that the requested grades or credits will be accepted if presented as part of an official transcript. An official transcript is a document that is sent directly from the administrator of the school where the credit is earned to the receiving school. An official transcript shall be sent by mail or electronically signed by a school administrator, be on school letterhead, and/or be embossed with the school's seal. An official transcript should

clearly identify the school, the student, course number, date the course was taken and the credit earned and grade in each course.

Examples of unofficial transcripts are: hand delivered by the student or parent, delivered to the designated school administrator in an opened envelope, or is on plain paper. The rule, therefore, precludes districts and individual schools from placing any additional requirements or procedures on the transfer of high school credits.

If validation of the official transcript is deemed necessary for accreditation purposes by the receiving school or the student does not possess an official transcript, or if the student is a home education student, credits shall be validated through performance during the first grading period that the student is enrolled in the school. A student transferring into a school shall be placed at the appropriate sequential course level and in order to receive credit, a student should have a minimum grade point average of 2.0 at the end of the first grading period. If a student does not meet this requirement, they shall have their credits validated using the "Alternative Validation Procedure" listed below:

- Portfolio evaluation by the Superintendent or designee;
- Written recommendation by a Florida certified teacher selected by the parent and approved by the principal;
- Demonstrated performance in courses taken through dual Enrollment or at other private schools;
- Demonstrated proficiencies on nationally-normed standardized subject area assessments;
- Demonstrated proficiencies on the FSA ELA;
- Written review of the criteria utilized for a given subject provided by the former school. Student must be provided at least ninety (90) days from date of transfer to prepare for assessments outlined in the "Alternative Validation procedure" of this rule, if required.

If the "Alternative Validation procedure" is used, parents are obligated to the findings of the procedure. A school has until the end of the first grading period in which the student is enrolled to validate an official transcript. After this point, all credits and grades are to be accepted at face value.

TRANSFER STUDENT PLACEMENT (Military Dependent Children)

CCSB participates in the Interstate Compact on Educational Opportunity for Military Children, the purpose of which is to remove barriers to educational success imposed on children of military families because of frequent moves and deployment of their parents. The district will implement the requirements listed in FS 1000.36.

In order to facilitate on-time graduation for transferring military children enrolled any time in high school, as specified in section F.S. 1000.36, Article VII the following provisions apply:

- A school district must waive specific courses required for graduation if similar coursework has been satisfactorily completed in another school district or shall provide reasonable justification for denial. If a waiver is not granted to a student who would qualify to graduate from a school of the sending state, the school of the receiving state must provide an alternative means of acquiring the required course work so that graduation may occur on time.
- States must accept exit or end-of-course (EOC) exams required for graduation from a school in the sending state.
- If a transitioning student who transfers in his or her senior year is ineligible to graduate from a school in the receiving state after all alternatives have been considered, both the sending and receiving state schools must ensure the receipt of the diploma from the sending state school if the student meets the graduation requirements of the sending state school. The student may participate in all local graduation activities.

Dependent children of active duty military personnel who otherwise meet the eligibility criteria for special academic programs offered through public schools shall be given first preference for admission to such programs even if the program is being offered through a public school other than the school to which the student would generally be assigned. If such a program is offered through a public school other than the school to which the student would generally be assigned, the parent of the student must assume responsibility for transporting the student to that school. For purposes of this subsection, special academic programs include advanced studies programs, dual enrollment, Advanced Placement (AP), Advanced International Certificate of Education (AICE), and International Baccalaureate (IB).

HOPE Scholarship Program students follow these same policies (see the "Student Code of Conduct for more information about this program).

CHANGE OF CLASS/COURSES OF CLAY COUNTY STUDENTS

A parent may request a transfer of their child(ren) to another classroom teacher within the same grade or course at any time during the year. The parent may not, however, choose a specific classroom teacher. At the time of the request, the school must approve or deny the request within 2 weeks. If the request is denied, the school will notify the parent and specify the reasons for the denial. F.S. 1003.3101

Procedures Concerning Request for Transfer of Students:

- Parent makes a written request to the school Principal to transfer their child(ren) to another teacher (must be in the same grade level and/or course); Prior to principal consideration, a parent teacher conference must take place;
- The Principal considers the request and notifies the parent within two weeks. The Principal must consider:
    - Class size
    - Grade and course

    - Any variable that would impact the student or class that is being considered (ex., discipline issues, teacher input)
- If approved, parent and teacher are notified;
- If not approved, parent is notified with explanation given.

VALEDICTORIAN AND SALUTATORIAN RECOGNITION

When a school awards Valedictorian and Salutatorian status, the following criteria must be met:

- Senior class rank (Valedictorian & Salutatorian inclusive) shall be based on a weighted grade point average on all courses taken in grades 9-12 including virtual courses. Calculations of GPAs for valedictorian and salutatorian shall be made at the conclusion of the eighth semester. If virtual grades are not reported to the school prior to the last day of senior exams, that course should not be included in the determination of valedictorian(s) and salutatorian(s)."
- A high school transfer student shall be given quality point weighting for any course acceptable for transfer if that course is deemed comparable to a course in Clay County that receives a quality point weighting. All courses that carry weight on the grade point average should be labeled on the transfer student record as honors, dual enrollment, advanced, advanced placement, accelerated, or some other description that denotes an honors level class. The principal or designee shall make the determination as to which transfer courses qualify for quality points.
- Students graduating from a three-year 18-Credit Graduation Program are eligible for valedictorian and salutatorian status. The conclusion of the eighth semester is the deadline for an 18-credit graduation program student to select to graduate and compete for valedictorian or salutatorian status, or continue to complete the 24-credit diploma.
- A student who transfers to or within Clay County during the last year prior to graduation is not eligible to be named sole Valedictorian or Salutatorian. However, that student is eligible to be Co-Valedictorian or Co-Salutatorian based on the following criteria:
    - If ranked first in the senior class based on the cumulative weighted GPA, the transfer student would be named Co-Valedictorian along with the second ranked student. The third-ranked student would be named Salutatorian.
    - If ranked second in the senior class, the transfer student would be named Co-Salutatorian along with the third-ranked student

WEIGHTED GRADES

Weighted courses earn additional quality points toward the GPA calculation. The traditional 4.0 scale (A = 4, B = 3, C = 2, D = 1, F = 0) is used for athletic eligibility, promotion, Bright Futures, etc. Rank in class is the primary purpose for utilizing a weighted grading scale. Weighted courses include: “Level 3” Career and Technical Education courses, Dual enrollment, IB, AP and AICE courses, all Honors level courses,

Foreign Language courses for year 3 and above, Chemistry II, Physics II and Gifted Studies.

CLAY VIRTUAL ACADEMY

Clay Virtual Academy (CVA) is a school choice option for K-12 full and part-time students who reside in Clay County. Public, private or homeschool students may take classes with CVA. Students taking CVA for full-time enrollment outside of Clay County must be released from their county of residence.

CVA offers full-time/part-time enrollment as a franchise of Florida Virtual School (FLVS. Part-time classes are available ~~for students in 6 grade for any~~ to any 6-12th grade Clay County student. Fourth and fifth grade students may also take part-time classes if they have qualifying state assessment scores. Students may opt to take 7th or 8th period courses through Clay Virtual Academy or FLVS for acceleration, original credit or grade forgiveness. For more information please see your school counselor or cva.oneclay.net.

Secondary students who enroll directly with FLVS full-time as a school choice option are no longer considered Clay County enrollees but may still participate in state test and extracurricular activities at their zoned schools.

Clay Virtual Academy is a school of choice and may not be able to accommodate all students.

- Clay County shall not deny access to any District approved online courses assuming that the desired online course(s) is an appropriate course placement based on the students' academic history, grade level, ability level and age appropriateness. This program is available to full-time and/or part-time students in virtual courses in 6-12 (F.S.1002.45); (inserted hyperlink)
- CVA offers numerous courses during the school year, including Honors courses and Advanced Placement (AP) courses. CVA course grades are accepted for credit and are transferable. CVA is considered part of the Clay County school system and has accreditation status AdvancEd and the courses are approved by the NCAA;
- Students may participate at their zoned school's graduation if at the time of enrollment during their senior year they are in good standing with the zoned school. Any student recommended for an alternative educational setting for disciplinary reasons may not participate in the commencement exercises at their zoned school; including students who enroll at CVA in lieu of the recommended alternative educational setting.

Applications for CVA are accepted only during open enrollment periods listed on the CVA website, cva.oneclay.net. Applications are considered without regard to age, disability, race, national origin, religion, or gender. The application process is to ensure, as fair as possible, that students will be successful in their academic work. Acceptance to CVA at any other time than an open enrollment period is only under extenuating circumstances and requires administrative and ~~guidance~~ school counselor approval. Full-time enrollment for

CVA is a year-long commitment. Full-time students can be released from CVA upon an academic review of course load, pacing, and weekly work requirements.

STUDENT CONTACT AND DROP POLICY

Only through continuous communication can students be successful in an online course. It is the student and parent's responsibility to ensure that both the VSA/FLVS platform and the synergy platform are updated with correct student and parent contact information at all times. Within each course the instructor outlines the weekly minimum work requirements. It is essential that the student and instructors maintain regular contact. To ensure that our students are aware of this commitment, the four-part process below will be followed:

- If the student does not submit the expected numbers of assignment(s) within a period of seven (7) consecutive days, the student and parent(s) will receive correspondence from the instructor. Through this correspondence, the student, parent(s), and teacher will work to resolve any issues that prevent the student from submitting an acceptable number of assignments each week.
- If the student does not submit the expected numbers of assignment(s) within a period of fourteen (14) consecutive days, the student and parent(s) will receive correspondence from the instructor. Through this correspondence, the student, parent(s), and teacher will work to resolve any issues that prevent the student from submitting an acceptable number of assignments each week.
- If the student does not respond by submitting assignments within twenty-one (21) days of the initial ~~phone call~~ correspondence, CVA will assume that the student does not intend to remain in the course, and the student will be administratively dropped from the course.
- An official final grade report will be emailed to the student. If the course withdrawal date falls within the grace period, a grade of "W" will be issued. After the grace period, a grade of "WP or WF" will be issued to their school transcripts.

Students from outside Clay County may enroll in CVA full or part time online programs.

Students are required to follow the pace chart for each of their courses. Students should commit 5-6 hours per week to each virtual course. If a student does not stay on pace, they are considered absent based on this pacing and/or lack of weekly work submissions. This can impact attendance and future enrollment in the school. If a student cannot independently succeed in the virtual setting, it is in the best interest of the student to attend a traditional school where daily monitoring and assistance in time management and task completion can occur.

Students have a 21 day grace period starting from the course activation date to drop a course. Students must be on pace in each course in the first 21 days with passing grades or they will be withdrawn from their course(s) at that point. Students who do this will be withdrawn without a grade NG. Students who withdraw after the 21 day period will be issued a W/P or W/F. When students add courses, the educational suitability and availability of courses will be considered before an approval will be granted. Changes will

only be considered in the first 21 days. If a student seeks to enter back into a class at their zoned school, class size caps established by the state may disallow that change. After the 21 day grace period, the student may have to complete the course online. Administrators and school counselors will interpret this.

ENGLISH LANGUAGE LEARNERS (ELL)

The ESOL Program is designed to meet the communication and academic needs of students whose native language is one other than English. These students will receive comprehensive instruction utilizing ELL strategies based on curriculum frameworks and guides that provide them equal access to appropriate instruction.

Placement
An ELL Committee, which is composed of the principal or designee, an ESOL/ELA teacher, a school counselor, and any other personnel who may be responsible for the language instruction of the ELL, shall make recommendations concerning appropriate placement, along with the parent or guardian of the student being reviewed.

The program of study for English language learners is determined by the student's current level of English proficiency and academic potential as evidenced by transcripts, language screening, performance data, and/or age appropriate grade placement policies. (Rule 6A-6.904 F.A.C.)

Assessment
In accordance with federal mandates outlined in ESSA, all ELLs (K-12) must participate in the annual English language proficiency assessment ACCESS for ELLs in order to evaluate their progress in English language acquisition, and must also participate in statewide assessments, regardless of their Date of Entry.

Retention
Promotion or retention decisions will not be based solely on scores from any single assessment instrument. ELLs cannot be retained based on their lack of English proficiency alone. Retention of an English language learner is based on failure to meet requirements in reading, writing, science, social studies, and mathematics, based on:

- Academic performance and progress using assessment instruments in both English and their native language,
- Attendance, progress reports, and age of the student,
- Number of years the student has been enrolled in the ESOL program, and
- The student's current level of English language proficiency. (Rule 6A-1.09432 F. A. C.)

Exit Procedures
Students may be exited from the ESOL Program either by satisfying exit criteria or through the ELL committee, at which time they will remain on a monitored status for ~~two~~ four

additional years.

EXCEPTIONAL STUDENT EDUCATION

EXCEPTIONAL STUDENT EDUCATION

Programs are available to students determined eligible for exceptional student education (3-21 years of age) as described in the Exceptional Student Education Policies and Procedures document which is approved by the Florida Department of Education and the School Board of Clay County. Referrals to the Student Services Team may be initiated by school personnel or parents. Special provisions regarding exemption from general statewide assessment are addressed in the student's Individual Educational Plan. Gifted education, for qualified students, is available K-12.

GRADUATION REQUIREMENTS FOR STUDENTS WITH DISABILITIES AND TYPES OF DIPLOMAS

The selection of a diploma option must take place at an Individual Educational Plan (IEP) meeting during the student's eighth grade school year or during the school year prior to the student becoming age 14, whichever comes first. Since the selection of a diploma option will have a significant impact upon the student's high school curriculum, the IEP team will collaborate with the student's parents/guardians to select the most appropriate diploma option. The IEP team will discuss specific course and credit requirements for each diploma option in order to make an informed decision. The diploma option selected at the IEP meeting is noted on the IEP. At each annual IEP meeting thereafter, the academic performance of the student in relation to the diploma option selected shall be addressed and the diploma recommendation reviewed. If, at any time, a change to the diploma option is recommended or requested, the change must be approved by the parent and is subject to verification of appropriateness by an independent reviewer. Copies of each IEP shall be given to the parents.

STANDARD DIPLOMA

REQUIREMENTS FOR GENERAL STANDARDS DIPLOMAS

The standard diploma will be awarded to any student who has satisfactorily completed the high school program and has met all local and state requirements for graduation. The standard diploma will be awarded to students who:

- Earn a passing grade on the required statewide assessment(s) or meet the waiver requirements.
- Successfully complete the required credits in grades 9-12. Students with disabilities must earn required credits in district approved education courses listed in the Course Code Directory in order to meet the credit requirements for a standard

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diploma. Students with disabilities may meet the elective credit requirements by earning credits in basic, vocational or exceptional student education courses as allowed by the standard diploma option selected.

- Attain the same cumulative grade point average required in the general education section of Student Progression Plan.

WAIVER OF STATEWIDE, STANDARDIZED ASSESSMENT RESULTS FOR STUDENTS WITH DISABILITIES

Section 1008.22(3)(c)1., Florida Statutes (F.S.), requires that school districts provide instruction to prepare students with disabilities to demonstrate satisfactory performance in the core content knowledge and skills necessary for successful grade-to-grade progression and high school graduation. Assessment results may be waived under specific circumstances for students with disabilities for the purpose of receiving a course grade and a standard high school diploma.

To be considered for a statewide, standardized assessment results waiver, the following criteria must be met:

- The student must be identified as a student with a disability, as defined in s. 1007.02, F.S.: The term "student with a disability" means a student who is documented as having an intellectual disability; a hearing impairment, including deafness; a speech or language impairment; a visual impairment, including blindness; an emotional or behavioral disability; an orthopedic or other health impairment; an autism spectrum disorder; a traumatic brain injury; or a specific learning disability, including, but not limited to, dyslexia, dyscalculia, or developmental aphasia.
- The student must have an individual educational plan (IEP).
- The student must have taken the statewide, standardized assessment with appropriate allowable accommodations at least once.
- In accordance with s. 1008.22(3)(c)2., F.S., the IEP team must make a determination of whether a statewide, standardized assessment accurately measures the student's abilities, taking into consideration all allowable accommodations for students with disabilities.

Students with disabilities who choose to pursue the 18-credit, Academically Challenging Curriculum to Enhance Learning (ACCEL) option, may be eligible for a waiver of statewide, standardized assessment results as long as they meet all of the waiver requirements and the requirements for the ACCEL option.

Students pursuing a standard diploma with a scholar diploma designation are <u>not</u> eligible for a waiver. In order for a student to earn a scholar diploma designation, a student must meet the requirements of s. 1003.4285, F.S.

REQUIREMENTS FOR SPECIFIC STANDARD DIPLOMAS

For those who have selected a General Standard Diploma, the following additional options may be discussed at an IEP team meeting and selected if appropriate.

Standard Diploma via Access Courses: This diploma is ONLY available to students with significant cognitive disabilities who are enrolled in access courses. The following may considered:

- Substitution of eligible Career Technical Education (CTE) courses for required access courses. Eligible CTE courses are noted in the state course code directory.
- Modified expectations or outcomes to the CTE curriculum if CTE substitutions have been selected in lieu of required access courses.
- Waiver of the Florida Standards Alternate Assessment for the purpose of receiving a course grade and a standard high school diploma. If this option is recommended by the IEP team, the parent must approve it. In addition, a Graduation Portfolio must be developed in the area (reading, math, science) in which the waiver is granted.

Standard Diploma via Academic Courses and Employment Competencies: This may be considered when the IEP team has determined that mastery of both academic and employment competencies are the most appropriate way for the student to demonstrate skills. If this option is selected, an appropriate and signed Employment Transition Plan must be in place and separate from the IEP. Also, in addition to meeting the requirements noted for the general standard diploma, the IEP team may discuss and opt to substitute eligible Career Technical Education (CTE) courses for required core academic courses. Eligible CTE courses are noted in the state course code directory.

Standard Diploma Merit Designation, Standard Diploma Scholar Designation, Advanced International Certificate of Education, State of Florida High School Performance-Based Diploma, State of Florida High School Diploma, International Baccalaureate, Standard Diploma ACCEL 18 Credit Option: Specific requirements for each of these diploma types can be found in the Secondary Education section of this manual.

ESE SERVICES AND THE PROVISION OF FAPE

Under the Individuals with Disabilities Education Act, students with disabilities may receive public education services until their 22nd birthday. Students who have not graduated with a standard diploma or who have selected the option to defer the receipt of their standard diploma may receive services from the school district until their 22nd birthday.

CERTIFICATE OF COMPLETION

According to statute, a Certificate of Completion is awarded to any student with a disability who has met all requirements for graduation with a standard diploma, except for passing the Statewide Assessment Program. The awarding of a certificate of completion to students

with disabilities does not prevent a student with a disability from pursuing a standard diploma. A student with disabilities may continue to pursue a standard diploma until his/her 22nd birthday.

DEFERRAL OF GRADUATION/RECEIPT OF STANDARD HIGH SCHOOL DIPLOMA

This applies only to students with disabilities pursuing a standard diploma during the school year in which the student is expected to graduate. [Students who receive a special diploma or a certificate of completion do NOT need to defer receipt of the special diploma or certificate in order to continue to receive FAPE.] The IEP team must review the benefits of deferring and describe in writing the services and programs available to the student who wishes to defer. The decision is made by the parent or the student if over age 18 during the year the student is expected to meet all of the requirements for a standard diploma, which is the senior year. Additionally, the decision to defer must be made by May 15 of the senior year. A student with a disability may only defer receipt of a standard diploma if:

- The IEP includes special education, transition planning, transition services, or related services through age 21 AND
- The student is enrolled in one or more of the following:
  - Accelerated college credit instruction (dual enrollment and early admission, advanced placement, and credit by examination)
  - Industry certification courses that lead to college credit (check with the Career-Technical Education department for courses that apply)
  - Collegiate high school program (International Baccalaureate program, or Advanced International Certificate of Education program)
  - Courses necessary to satisfy the Scholar designation requirements (the scholar designation requires satisfactory completion of additional academic courses and assessments; see fldoe.org for additional information)
  - A structured work-study program (any program that is designed to prepare the student for employment), internship, or pre-apprenticeship program (for students who are at least 16 years old).

GIFTED PROGRAM

A student is eligible for special instructional programs for the gifted from kindergarten through grade 12 if the student meets one of these criteria:

- The student demonstrates:
  - The need for a special program.
  - A majority of characteristics of gifted students according to a standard scale or checklist.
  - Superior intellectual development as measured by an intelligence quotient of two standard deviations or more above the mean on an individually administered standardized test of intelligence.

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- The student is a member of an underrepresented group and meets the criteria specified in an approved school district plan for increasing the participation of underrepresented groups in programs for students who are gifted. Underrepresented groups are defined in Rule 6A-6.03019, F.A.C., as students with limited English proficiency or students from low socio-economic status families.

When a student is determined eligible for this program, an Educational Plan (EP) is developed. In grades K-6, Clay County District Schools utilizes the research based Gifted Enrichment Model as the best way to meet the depth and complex needs of elementary students who are gifted. In grades 7-8, junior high schools may utilize academic content courses or provide support facilitation. Students who are gifted articulating from grade 8 to 9 will have an Educational Plan articulation meeting to address appropriate services.

In order to ensure that Exceptional Student Education Services are provided for all students who are gifted, the following principles should guide decision making:

The EP drives the gifted service; students must attend the gifted class, or receive the gifted services, as they do any other required instruction. Participation in gifted classes cannot be used as a reward.

- The Educational Plan identifies the amount of time a student receives instruction with the gifted teacher. If any changes are needed to the EP, individual EP meetings must be held (including the parent/guardian) to address the changes. The changes must be described in Present Level of Educational Performance.
- Students who attend gifted enrichment classes are responsible for concepts covered in their general education class. The general education teacher should try to schedule critical lectures, presentations of new material, and tests at a time when the gifted students are present. Any critical material covered when the gifted students are receiving their required gifted service will be provided to students upon their return to class.
- Students who are gifted attending an enrichment class are NOT required to make up classwork or homework missed while participating in activities with the gifted teacher. Additionally, missed classwork must not be assigned as homework. However, the students may be held responsible for key concepts covered during their absence.
- Middle school students who attend a gifted class for content instruction receive their grade for that subject from the gifted teacher.
- In order to be considered an ESE service, all gifted classes (enrichment classes at elementary school or gifted academic content courses at the junior high school) must be taught by a gifted endorsed teacher and the classes must be comprised of only students who are gifted.

SECTION 504 ELIGIBILITY

A 504 Accommodation Plan is guided by the Americans with Disabilities Act (ADA) to ensure that a student with a disability has access to accommodations that improve academic functioning. In order to become eligible under Section 504, a student must be determined

to: (1) have a physical or mental impairment that substantially limits one or more major life activities; or (2) have a record of such an impairment; or (3) be regarded as having such an impairment. The 504 eligibility determination process involves a referral and a 504 evaluation conducted by a school-based team.

CLASSROOM ACCOMMODATIONS FOR SECTION 504 AND ESE

Students eligible for ESE or 504 plans should receive classroom accommodations as listed in their IEP or 504 Plan. Accommodations are implemented in all general education courses, Career and Technical Education (CTE) courses and programs of study as needed to assure students the opportunity to meet requirements for course completion and high school graduation requirements for a standard diploma. The appropriate accommodations shall be determined on the basis of the assessed needs of the student and shall be reflected in his/her IEP or 504 plan. Accommodations to these courses shall not include modifications to the student performance standards.

DISTRICT AND STATEWIDE ASSESSMENT ACCOMMODATIONS

Allowable district and state standardized assessment accommodations should be considered by the IEP or 504 plan team at annual reviews. Note that only allowable accommodations approved by any specified standardized assessments are permissible. Parents and students should be made aware that there may be accommodations used in the classroom that are not permissible on standardized assessments.

Teachers are to use appropriate testing accommodations, identified on the IEP or 504 plan, for ~~a~~ eligible students in <u>all</u> situations.

HOSPITAL/HOMEBOUND

This program is available to K-12 students and PreK Exceptional Student Education students who are physically or emotionally too ill to attend school, and demonstrate a need for specialized instruction. These students may continue their academic instruction in the home or in the hospital. Eligibility is determined by an attending physician or psychiatrist certifying that the student is non-contagious and expected to be in a home/hospital program for fifteen (15) school days or longer, or has a chronic condition requiring extended absence.

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2021-22 Student Progression Plan Rationale for Major Revisions		
INTRODUCTION		
SECTION TITLE	**REDLINED DRAFT 2021-2022 DOCUMENT PAGE #**	**RATIONALE FOR REVISION**
Cover Page	1	Update year and school board member name
Table of Contents	2-6	Revised to represent moved and/or deleted sections
Introduction	7	Hyperlink to F.S. 1008.25 inserted
General Procedures for Promotion, Special Assignment and Placement	7	Change "Clay County School District" to "Clay County District Schools"
General Procedures for Promotion, Special Assignment and Placement	7	Change "pupil's" to "student's"
General Procedures for Promotion, Special Assignment and Placement	8	Insert "Engligh Language Arts"
General Procedures for Promotion, Special Assignment and Placement	8	Change "children" to "students". Change "RtI" to "Multi-Tiered System of Supports (MTSS) Intervenion Plan."
General Procedures for Promotion, Special Assignment and Placement	9	Remove "Student participation in such programs..."
General Procedures for Dropout Prevention Programs and Academic Intervention Programs	9	Change "Arts" to "arts". Correct capitalization of general course names throughout the entire document. Names of specific course titles, i.e., Algebra I, U.S. History should be capitalized, but not general academic subjects..
Oversight, Enforcement and Dispute Resolution	13	Change "Clay County School District" to "Clay County District Schools"
Attendance	13-17	This new chapter was created to consolidate duplicate sections from Elementary and Secondary Education
Admission and District Requirements	19	Change "one" dose of varicella...grades 10-12" to "two doses", per Florida Department of Health. Insert "a"
Assigning Grades to Transferring Students	20	Change"FOCUS" to the "Student Information System. " Focus is being replaced with a new system.
Multi-Tiered System of Supports/Response to Intervention Plan/Progress Monitoring	23	Replace "Highly effective personnel" with "Qualified teachers" per Florida RtI website (florida-rti.org)
Multi-Tiered System of Supports/Response to Intervention Plan/Progress Monitoring	24	Replace "of" with "or"
Multi-Tiered System of Supports/Response to Intervention Plan/Progress Monitoring	25	Change page reference number from "16" to "27"
Reading Deficiencies and Parental Notification	27	Insert "the"
Elementary Education - Attendance section	28-32	Move section to newly created chapter entitled "Attendance"
Assessment	33	Change "ACCESS 2.0" to "ACCESS"; 2.0 has been dropped from title
Assessment	35	Change "ACCESS 2.0" to "ACCESS"; 2.0 has been dropped from title
Secondary School Reform	42	Hyperlink to F.S. 1003.455 inserted
Sixth Grade Fast Track Program	43	Change "counselor" to school counselor. This revision made throughout entire document
Good Cause Exemptions for Grade 3	45	Change "requirement" to "the requirements"
Good Cause Exemptions for Grade 3	45	Insert "for"
Good Cause Exemptions for Grade 3	45	Change "exemption" to Promotion
Good Cause Exemptions for Grade 3	46	Rephrased "The iReady scale..." for clarity
Principal's Responsibility - Good Cause (F.S. 1008.25)	47	Change "FOCUS" to the "Student Information System. " Focus is being replaced with a new system.
Promotion (K-2, 4-6)	47	Replace "has" with "have a"
Title I Basic Reading and Mathematics Academic Services	49	Add "in efforts to raise student achievement."
Virtual School	50-51	Move section to newly created chapter entitled "Clay Virtual Academy"
English Language Learners (ELL)	51-52	Move section to newly created chapter entitled "English Language Learners (ELL)"
Early Admissions	54	Hyperlink to F.S. 1008.44 inserted
Secondary Education - Attendance section	54-58	Move section to newly created chapter entitled "Attendance"
Voluntary Service Hours	59-60	Change "Voluntary Service Hours" to "Service Hours" throughout section. This section moved from section before "Weighted Grades".

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Calculating Grades and Grade Point Average	61	Insert "athletic"
Calculating Grades and Grade Point Average	61	Verbiage inserted to increase clarity regarding full credit and one-half credit courses
Clay Virtual Academy	61-62	Move section to newly created chapter entitled "Clay Virtual Academy"
College Ready Test Scores	63	Verbiage defining the State of Florida College and Career Readiness Initiative added.
College Ready Test Scores	63	Test score chart revised
Course Sequencing/Junior High School Course Sequencing/Junior High School	63	Shorten title to Junior High School Course Sequencing
Course Sequencing/Junior High School Course Sequencing/Junior High School	63	Add "at least one semester of" for accuracy
Course Sequencing/Junior High School Course Sequencing/Junior High School	63	Add "(per F.S. 1003.455)" and hyperlink
Course Sequencing/Junior High School Course Sequencing/Junior High School	64	Delete "Digital Information Technology..." (information is outdated)
Course Sequencing/Junior High School Course Sequencing/Junior High School	64	Add "Please see the Master Schedule Guidelines for prerequisites for the CTE high school credit earning courses taught at the unior high school."
Interscholastic Sport(s), Fine Arts, and Reserve Officer Training Corps	64	Add "F.S. 1003.428" and hyperlink
Interscholastic Sport(s), Fine Arts, and Reserve Officer Training Corps	64	Insert ", at the varsity or junior varsity level," for clarity
End-of-Course (EOC) Exams	67	Revise verbiage in first paragraph for clarity
End-of-Course (EOC) Exams	67	Add "School and Clay Cirtual Academy" for clarity
End-of-Course (EOC) Exams	68	Replace "a score of "97" on the PERT" with "a comparable concordant score (see Florida Graduation Assessment Requirements)."
End-of-Course (EOC) Exams	68	Insert "Geometry" for clarity
End-of-Course (EOC) Exams	68	Insert "Geometry" for clarity
English Language Learners (ELL)	68-69	Move section to newly created chapter entitled "English Language Learners (ELL)"
Florida Seal of Biliteracy	69	Insert "award."
Florida Seal of Biliteracy	70	Replace "course" with "award"
Foreign Exchange Student Guidelines	71	Remove "The student will be classified..." as it is contradicts the statement in bullet number nine.
Foreign Exchange Student Guidelines	71	Replace "American" with "U.S" History
Foreign Exchange Student Guidelines	71	Replace "American" with "U.S" Government
Forgiveness "D" and "F"	71	Add "Grade" to section title for clarity
Forgiveness "D" and "F"	71	Insert "but will remain listed on a student's official transcript"
Grading Scale	72	Add "(for a 1.0 credit course)" in GPA Value cell
"Certificate of Completion"	73	Add the word "they"
"Certificate of Completion"	73	Insert "(Florida Standard Diploma Requirements)"
Exceptions and Exemptions to Online Course Graduation Requirement	77	Replace "(s)he" with "the student"
Graduations Requirements/Diploma Options Chart	78	Correct grammatical errors
Graduations Requirements/Diploma Options Chart	78	Insert "PSAT" and delete "concordant score or a comparative score on the PERT..."
HIV/AIDS	79	Change title to "State Required Instruction"
HIV/AIDS	79-80	Replace deleted text with current statute information
Physical Education	83	Add "(F.S. 1003.455)" and hyperlink
Promotion and Retention	84	Replace "COMPASS" with "EDGENUITY"
Promotion and Placement of Junior High Students	85	Delete "and one additional course for a total of five (5) subjects."
Promotion and Placement of Junior High Students	85	Insert "(F.S. 1003.4156)" and hyperlink
Promotion and Placement of Junior High Students	86	Add middle grades promotion requirements per F.S. 1003.4156 "One course in career..."
Promotion and Placement of High School Students	87	Replace "class at the beginning of each year..." with "year based on the year they first entered 9th grade."
Promotion and Placement of High School Students	87	Replace "status" with "year"
Clay Virtual Academy - Student Contact and Drop Policy	88-89	Move section to newly created chapter entitled "Clay Virtual Academy"
Voluntary Service Hours	94-96	Delete "Voluntary" from title and move section to Bright Futures section

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Clay Virtual Academy	96-99	Move from "Elementary Education", "Special Programs", and "Secondary Education" to make new section.
English Language Learners (ELL)	99-100	Move from "Elementary Education" and "Secondary Education" to make new section
Standard Diploma	100-101	Delete "Eligibility" and accompanying text; no longer applicable
Gifted Program	104	Insert "(EP)"
Gifted Program	104	Delete "Educational Plan"
Gifted Program	104	Replace "Educational Plan" with "EP"
Section 504 Eligibility	105	Insert this section before "Classroom Accommodations" section
Classroom Accommodations	105	Add "for Section 504 and ESE" to title
Classroom Accommodations	105	Add "Students eligible for"
Classroom Accommodations	105	Replace "students" with "plans"
Classroom Accommodations	105	Add "or 504 plan"
District and Statewide Assessment Accommodations	105	Insert "or 504 plan" and delete "IEP"
District and Statewide Assessment Accommodations	105	Insert "or 504 plan"
District and Statewide Assessment Accommodations	105	Replace "a student" with "eligible students"
District and Statewide Assessment Accommodations	105	Delete "with disabilities"
Florida Standards Alternate Assessment for Students with Significant Cognitive Disabilities	105-107	Delete this section; is in Alternate Assessment section (page 33)
Hospital/Homebound	107	Insert ", and demonstrate a need for specialized instruction."

DRAFT

June 3, 2021 - Regular School Board Meeting

Title

C7 - Approval for new 3-year Florida Virtual School Curriculum Contract for K-12

Description

FLVS curriculum is designed for students looking for high-quality education, unparalleled flexibility and su an academic challenge, and ownership of their education in a safe, distraction-free learning environment. Students have a variety of tuition-free, flexible and full-time options to choose from and can enroll in eithe or multiple courses. Students have convenient 24/7 online access to more than 190 courses – including N approved core, electives, world languages, career and technical education, honors, college prep, and Advanced Placement® – allowing them to study anytime and anywhere. Florida Virtual School (the distri all of our individual schools) are accredited by Cognia and Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI). SACS CASI is an accrediting division o Cognia. Our courses meet all Florida Standards. In addition, our core course curriculum has been approv the NCAA.

Gap Analysis

Clay Virtual Academy offered FLVS virtual instruction to CCDS K-12 students during the 20-21 school ye CVA will not pay upfront for courses, but by course, after the student's grace period has passed.

Previous Outcomes

FLVS virtual curriculum was used in the 20-21 school year for all K-12 students. Reports have been generated and shared with stakeholders to assist in the monitoring of student progress.

Expected Outcomes

Students will continue to use the FLVS curriculum and will be monitored for progress by teachers, guidan counselors, lab facilitators, office staff, and administration.
Teachers will differentiate instruction by holding live lessons and tutoring sessions.

Strategic Plan Goal

Goal: 1.1.1 Develop and maintain high quality curriculum frameworks and guides. 1.1.4 Explore innovati program options for rigorous opportunities at the elementary and secondary levels.
Strategy: To provide weekly updates of progress to guidance, administration, and lab facilitators for our C blended students in order to work closely with them in holding students accountable. The addition of a ho room model and a Student Success team will help in the monitoring and encouragement of our full time C students.

Recommendation

That the Clay County School Board approve to continue with the FLVS curriculum for the next 3 years.

Contact

Roger Dailey, Chief Academic Officer, 904.336.6904, Roger.Dailey@myoneclay.net

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Financial Impact

We will pay curriculum fees ($43-$85) per course, per segment, based on students taking an FLVS course with a Clay Virtual teacher. Due to COVID-19, more students are now taking virtual courses. Therefore, we are expecting an increase in cost for the FLVS curriculum over the next couple of years. Estimated total annual cost of the FLVS contract will be $650,000-$700,000 per year with an option to renew after the 3rd year. Year 1: $700,000, Year 2: $650,000, Year 3: $650,000.

Review Comments

Attachments

- 210098 FL Virtual School (1).pdf

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FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 210098
Number Assigned by Purchasing Dept.

CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

☐ Must Have Board Approval over $100,00.00

Date Submitted: 03/12/2021

Name of Contract Initiator: Amanda Stilianou Telephone #: 904-336-9878

School/Dept Submitting Contract: Clay Virtual Academy (CVA) Cost Center # 7005

Vendor Name: Florida Virtual School (Franchase Renewal)

Contract Title: Florida Virtual School Agreement

Contract Type: New ☑ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract # ~~190013~~

Contract Term: July 1, 2021 through June 30, 2024 Renewal Option(s): Three Year Contract

Contract Cost: $1,300,000.00

☑ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # 100-5100369-7005-0000-0000-000-0

Funding Source: Budget Line # _____

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (*when applicable*):

RECEIVED
MAR 24 2021
PURCHASING

- ☑ Completed Contract Review Form
- ☐ SBAO Template Contract or other Contract (NOT SIGNED by District / School)
- ☐ SIGNED Addendum A (If not an SBAO Template Contract)*

**This Statement MUST BE included in the body of the Contract:*
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

- ☐ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.
Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).
Workers' Compensation = $100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

- ☐ State of Florida Workers Comp Exemption (https://apps.fldfs.com/bocexempt/) (If Applicable)
- ☐ COVID-19 Waiver (If Applicable)
- ☐ Release and Hold Harmless (If Applicable)

RECEIVED 3/29/2021 SBAO

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department BTB Review Date 3/25/2021	For the Most Part, Same Contract from Previous year. Per FLVS, this is their New Contract Template Add + Fix Name Page 1, Fill in Page 7, Fix page 19
School Board Attorney BTB Review Date 4/9/21	Remove objectionable Venue Sentence P. 17 #38 Agree with hand written changes.
Other Dept. as Necessary Review Date	
PENDING STATUS: ☐YES ☐NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	☑ APPROVED BTB DATE: 5-11-21

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Board Agenda Item

Title
Approval for new 3-year Florida Virtual School Curriculum Contract for K-12
Description
FLVS curriculum is designed for students looking for high-quality education, unparalleled flexibility and support, an academic challenge, and ownership of their education in a safe, distraction-free learning environment. Students have a variety of tuition-free, flexible and full-time options to choose from and can enroll in either one or multiple courses. Students have convenient 24/7 online access to more than 190 courses – including NCAA-approved core, electives, world languages, career and technical education, honors, college prep, and Advanced Placement® – allowing them to study anytime and anywhere. Florida Virtual School (the district and all of our individual schools) are accredited by Cognia and Southern Association of Colleges and Schools Council on Accreditation and School Improvement (SACS CASI). SACS CASI is an accrediting division of Cognia. Our courses meet all Florida Standards. In addition, our core course curriculum has been approved by the NCAA.
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Clay Virtual Academy offered FLVS virtual instruction to CCDS K-12 students during the 20-21 school year. CVA will not pay upfront for courses, but by course, after the student's grace period has passed.
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Expected Outcomes
Students will continue to use the FLVS curriculum and will be monitored for progress by teachers, guidance counselors, lab facilitators, office staff, and administration. Teachers will differentiate instruction by holding live lessons and tutoring sessions.
Strategic Plan Goal
Goal: 1.1.1 Develop and maintain high quality curriculum frameworks and guides. 1.1.4 Explore innovative program options for rigorous opportunities at the elementary and secondary levels. Strategy: To provide weekly updates of progress to guidance, administration, and lab facilitators for our CVA blended students in order to work closely with them in holding students accountable. The addition of a home room model and a Student Success team will help in the monitoring and encouragement of our full time CVA students.
Recommendation
That the Clay County School Board approve to continue with the FLVS curriculum for the next 3 years.
Contact
Roger Dailey, Chief Academic Officer, 904.336.6904, Roger.Dailey@myoneclay.net
Financial Impact
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Links to Attachments
(link your attachments in this section. Each item should have a separate link with a description)

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FLORIDA VIRTUAL SCHOOL

FLORIDA DISTRICT FRANCHISE AGREEMENT
by and between
FLORIDA VIRTUAL SCHOOL
and
SCHOOL BOARD OF CLAY COUNTY

This Florida District Franchise Agreement ("Agreement") is entered into by and between Florida Virtual School ("FLVS") and the School Board of Clay County, Florida ("District"), collectively referred to hereinafter as "the Parties."

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

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

WHEREAS, Florida Statute 1002.37(2)(i) authorizes FLVS to enter into Franchise Agreements with Florida school districts; and

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

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

INCORPORATION OF RECITALS

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

1. **DEFINITIONS**

a) "Authorized Third Party" means any non-employee agent, representative, independent contractor, sub-contractor, or consultant of the District whose duties or services require or include access to or use of the Licensed Materials on behalf of or at the direction of the District.

b) "Authorized User" means District personnel directly employed by the District whose duties require or include access to or use of the Licensed Materials.

c) "Billable Enrollment" means any student enrollments designated as "Active" status

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in the FLVS Virtual School Administrator ("VSA") for a minimum of thirty (30) consecutive days or who achieves twenty percent (20%) completion in any status.

d) "Intellectual Property" means proprietary commercial, industrial, and intellectual products and property (both tangible and intangible) as well as proprietary designs, information, processes, ideas, inventions, copyrights, trademarks, service marks, patents, trade secrets and other legal rights and privileges held by FLVS, including those associated with and/or arising from the Licensed Materials.

e) "Affiliate" means any person or entity directly or indirectly controlling, controlled by, or under common control of another person or entity. "Control" as used here means the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the aggregate of all voting interest in such entity.

f) "Business Days" means Monday through Friday excluding any day which is a nationally observed holiday in both the United States of America and Canada.

g) "Business Hours" means 8:00 AM – 8:00 PM Eastern Time on Business Days.

h) "Confidential Information" means (i) all information of either party or its Affiliates or of third persons to whom the party owes a duty of confidence that is marked confidential, restricted, or proprietary, or that may reasonably be considered as confidential from its nature or from the circumstances surrounding its disclosure; and (ii) the Licensed Materials.

i) "Data" means District information entered into the LMS or VSA to include, but not limited to, student, staff, school, and parent information.

j) "Intellectual Property Rights" includes all worldwide intellectual and industrial property rights including all rights in each country to copyrights, trademarks, service marks, patents, inventions, industrial designs, trade secrets, trade dress, and all other proprietary rights.

k) "Learning Management Systems" or "LMS" means the software-based system ("Platform") that must be utilized to access the Licensed Course Content.

l) "Course Fees" means the license fees to be paid by the District to FLVS, which are described in Section 6, "Fees and Payment" and Appendix A –Course List and Fees of this Agreement.

m) "Licensed Course Content" means the courses and course components of the

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FLVS Course Content in object code format licensed to District hereunder and described in Appendix A of this Agreement and such additional third-party components required as part of the Licensed Course Content.

n) "Licensed Materials" means the Licensed Course Content, LMS, and Virtual School Administrator.

o) "Virtual School Administrator (VSA) License" means the licenses and associated restrictions with respect to the Licensed Virtual School Administrator.

2. LICENSE GRANT

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

3. TERM

The term of this Agreement commences as of the date upon which it is fully executed by both Parties and ends on the term checked below (the "Term"). The District acknowledges that the pricing and course list is subject to modification in the sole discretion of FLVS prior to the start of each academic school year. FLVS shall provide the updated Appendix A - Course List and Fees of this Agreement on or before April 1 prior to the start of each academic school year.

District hereby agrees to the Agreement Term selected below:

____ one (1) academic school year term, July 1, 2021 through June 30, 2022

__X__ three (3) academic school year terms, July 1, 2021 through June 30, 2024

4. DISTRICT OBLIGATIONS

The District shall:

a) Designate a person or persons who shall serve as point(s) of contact as follows: i) District level leader; ii) District virtual school (franchise) leader; and iii) Franchise leader whose primary duty is to supervise, monitor, and evaluate the Franchise teachers and its program. The District level leader and District virtual school

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(franchise) leader shall be listed in the "Notice" section of this Agreement.

b) Adhere to all branding policies as outlined in the FLVS Marketing and Communications Franchise Policy in Appendix D of this Agreement.

c) Use the FLVS Learning Management System and Student Information System.

d) Report only Florida Virtual School courses within the Franchise program for Florida Education Finance Program (FEFP) funding.

e) Have approved and processed by FLVS all student transfers between the Parties.

f) Comply with the Academic Integrity policies (see Appendix B of this Agreement) established by FLVS.

g) Provide accurate rosters of teachers, including contact information and subjects they teach, on July 1st and December 1st of each academic year, and provide FLVS with an updated roster whenever the District hires new teachers or teachers leave employment with the District.

h) Require that all teachers complete new teacher training before being placed with students.

i) Require all teachers of new or updated courses complete training on the new or updated course within two (2) weeks of training being made available.

j) Record a course as completed only if a student has taken the final segment exams or the District has documented adherence to local District policy regarding course completion.

k) Maintain all teacher and student email communications within the FLVS LMS.

l) Provide certified teachers in the subject they are teaching or otherwise comply with Florida Statutes section 1012.42 regarding out-of-field instructors. Certification numbers shall be entered and maintained by the District in the FLVS Student Information Management System (VSA) account.

m) Have sole responsibility to comply with all College Board AP regulations and audits. Franchise AP courses not authorized by the College Board may not be offered with the AP label.

n) Participate in end-of-year Franchise evaluations.

o) Participate in Annual Franchise Management Training.

p) Require each teacher teaching FLVS courses to sign Appendix B of this

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Agreement ("Teacher Acknowledgement Form) and submit all signed forms to FLVS by October 1st of each academic year or within 30 days of the teacher's employment.

q) Achieve an 85% or better satisfaction rating or higher as measured by Annual Customer Satisfaction Surveys conducted by FLVS's external vendor.

r) Provide FLVS with notice of any public records request received regarding this Agreement or any services provided thereunder within twenty-four (24) hours of receipt by the District.

s) Apply appropriate corrective or disciplinary action to any teachers providing services pursuant to this Agreement that FLVS identifies as failing to properly deliver the curriculum.

t) Provide a high-resolution vector logo to FLVS by July 30th each academic year.

u) Use the tagline "Powered by FLVS" when specifically promoting FLVS courses.

v) Encourage instructors and staff to attend FLVS Professional Development offerings and award professional development in-service points upon completion.

w) Utilize the Salesforce application to access quality assurance documents and submit concern resolutions.

5. FLVS OBLIGATIONS

FLVS shall:

a) Provide a Franchise Operations Manager assigned to support the District.

b) Provide access to the LMS platform.

c) Provide systems training during the academic year terms for Districts, inclusive of VSA, LMS, Web Collaboration Tool, and other systems utilized for student instruction.

d) Provide hosting of courses on the LMS platform.

e) Provide course materials to students which shall be returned to FLVS at the conclusion of the course by the District, unless FLVS has designated the materials as disposable.

f) Provide course updates.

g) Provide Student Information Management System (VSA).

h) Provide Quality Assurance ("QA") Services inclusive of one Classroom Audit and

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one Completion Audit per instructor, Educator footprints reports upon request, and Quality Assurance training.

i) Conduct Academic Integrity investigations pursuant to FLVS policy as set forth in Appendix B of this Agreement for referral to the District and any subsequent disciplinary action upon conclusion of the investigation which the District may undertake.

j) Provide monthly parent/student survey results.

k) Provide an Annual Customer Satisfaction Report.

l) Provide Instructor Training for all new course releases.

m) Provide new Instructor Training.

n) Provide a year-end evaluation of the program.

o) Provide Franchise Management Training.

p) Provide syllabus documents for AP courses for use in AP audit process.

q) Provide a co-branded digital flyer*, which is designed and sent to the District by request only, up to three (3) times a year (August, January, and May).

r) Provide access to FLVS video course tours.

s) Provide the Salesforce platform to access QA documents and submit concern resolutions.

**All messaging will be pre-determined and at the discretion of FLVS based on time of year.*

6. FEES AND PAYMENT

District shall pay to FLVS the Course Fees described in Appendix A of this Agreement– Course List and Fees, for each Billable Enrollment. The District shall pay for each Billable Enrollment regardless of the student's status upon receipt of invoice. The Course Fees will be invoiced according to the Invoicing Schedule in the table set forth herein and paid pursuant to the provisions of the Local Government Prompt Payment Act after receipt of FLVS's invoice. The Local Government Prompt Payment Act requires the District to pay correct and undisputed invoices within 45 days of the School Board's Accounts Payable Department's receipt of said invoice. The District shall issue a Purchase Order to FLVS prior to the enrollment of students under this Agreement. The District shall not incur any obligation for payment prior to the issuance of a Purchase Order to FLVS. Failure to pay the franchise fees when due shall be grounds for the immediate termination or suspension

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of all services due by FLVS hereunder.

All overdue (90-plus days) accounts are subject to the late fees set forth in the Local Government Prompt Payment Act, ss. 218.70-218.80, Florida Statutes, and may be denied access to FLVS content in the sole discretion of FLVS. Performance of this Agreement will be suspended until payment is received by FLVS.

FLVS Invoicing Schedule for Agreement Billable Enrollments:

Cycle	Enrollment Data Date Range	Invoice Sent to District on or before
Cycle 1	July - Oct	November 30th
Cycle 2	Nov - Feb	March 31st
Cycle 3	Mar - Jun	June 30th
Cycle 4	True-up / Enrollments not captured in previous cycles	July 31st

Billing Contact Personnel:

District	Florida Virtual School
Name: Accounts Payable	**Name:** Carmen Brehoi
Address of School/District: 813 Walnut St. Green Cove Springs, FL 32043	**Address:** 2145 Metrocenter Blvd. Suite 100 Orlando, Florida 32835
Email: accountspayable@myoneclay.net	**Email:** cbrehoi@flvs.net
Telephone No.: (904)336-6500	**Telephone No.:** 407-513-3615

7. SOFTWARE SECURITY

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

8. BACKGROUND SCREENING

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

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

9. **INTELLECTUAL PROPERTY RIGHTS**

The District acknowledges and agrees that all FLVS content, software, courses, graphics, pictures, documents, licenses, designs, and materials, and any and all derivatives thereof (collectively, "Works") made available to the District pursuant to this Agreement are protected via copyrights, trademarks, service marks, patents, trade secrets, and/or other proprietary laws and/or regulations, and FLVS retains all right, title, and interest in and to the Works. The District further acknowledges that it has no ownership of or interest in the Works except as expressly granted in this Agreement. Absent the express written authorization by and consent of FLVS, the District will not sell, license, sublicense, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create the Works or any other component of the License Materials. Further, the District will not take or knowingly permit any action or omission that jeopardizes or impairs FLVS's rights in the Works or Licensed Materials. For instance, the District will not: (a) disassemble, reverse compile, reverse engineer, or otherwise attempt to discover the source code of or trade secrets embodied in the Works; (b) transfer, assign, distribute, rent, sell, or grant sublicenses to or otherwise make available the Works or any element thereof to any third parties; (c) embed or incorporate in any manner the Works or any element thereof into other applications or products belonging to and/or utilized by the District; (d) use or transmit the Works in violation of

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

10. CONFIDENTIAL INFORMATION

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

For the limited purposes of auditing the implementation of the Agreement and accessing student information, FLVS is hereby designated a school official for the purposes of receiving this limited confidential student information and FLVS shall remain under the direct control of the District with respect to the use and maintenance of the confidential student information. FLVS acknowledges and agrees that it will not disclose the confidential student information to any other person or entity and will only use the confidential student information for the purposes listed above and for no other purpose.

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

The District shall comply with COPPA and all rules promulgated thereunder.

12. E-VERIFY

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

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13. NCAA

National Collegiate Athletic Association ("NCAA") has specific guidelines regarding the acceptance of distance learning or credit recovery courses for student athletes. The District accepts responsibility for these criteria to the extent that it uses the Licensed Materials for students who desire to meet NCAA eligibility criteria.

14. DATA/SECURITY BREACH

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

15. WARRANTIES OF FLVS

Limit of Liability

a) For any breach or default by FLVS of any of the provisions of this Agreement, or respect to any claim arising here from or related hereto, FLVS's entire liability, regardless of the form of action, whether based on contract or tort, including negligence, shall in no event exceed (I) the amount paid by the District hereunder for the licensed materials; (II) the amount paid by District for the renewal service that is the subject of the claim, if the claim relates to a breach or default by FLVS of the provisions of Article 7; (III) the amount paid by District for installation service that is the subject of the claim, if the claim relates to a breach or default by FLVS by the provisions of this Agreement pertaining to installation service; or (IV) in the aggregate with respect to all claims under or related to this Agreement, the amount paid by District under this Agreement.

b) FLVS shall in no event be liable for special, incidental, indirect, or consequential loss or damage, lost business revenue, loss of profits, loss of data, failure to realize expected profits or savings, or any claim against District by another person (even if FLVS has been advised of the possibility of such damage), unless required by law.

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

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

17. **INTELLECTUAL PROPERTY CLAIMS**

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

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18. TERMINATION

This Agreement may be terminated by:

a) either Party without cause upon delivery of written notice of intent to terminate this Agreement provided to the other Party not less than thirty (30) days prior to the effective date of such termination, subject to Section 19; or

b) written agreement executed by both Parties; or

c) FLVS at any time if the District, upon notice by FLVS and expiration of a five (5)-day opportunity to cure period, fails to perform any duties or covenants of this Agreement; or

d) the District at any time if FLVS, upon notice by the District and expiration of a ten (10) day opportunity to cure period, fails to perform any duties or covenants of this Agreement.

19. TERMINATION FOR CONVENIENCE

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

20. RELATIONSHIP OF THE PARTIES

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

21. DISPUTE RESOLUTION

The Parties agree that they will use their best efforts to settle any and all disputes arising out of or in connection with this Agreement, including disputes as to its validity,

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interpretation, performance, and alleged breach, prior to initiating any legal proceeding, whether judicial or administrative in nature.

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

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

23. **SEVERABILITY**

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

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

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

25. **PUBLIC RECORDS NOTICE**

The Parties are required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of their duties under this Agreement. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Accordingly, the Parties shall:

a. Keep, maintain, and produce upon request and within a reasonable period of time

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all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.

b. Provide to each other, upon request and free of charge, a copy of each record which either party seeks to produce in response to a public records request.

c. Ensure that Agreement Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.

d. Upon completion of their obligations under the Agreement, transfer to each other, at no cost, all Agreement Data in their possession or otherwise keep and maintain such data/records as required by law.

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

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE DISTRICT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE DISTRICT SHALL CONTACT FLVS's CUSTODIAN OF PUBLIC RECORDS AT 2145 METROCENTER BOULEVARD, SUITE 100 ORLANDO, FLORIDA 32835, OR AT 407-513-3325, OR AT: custodianofrecords@flvs.net. IN TURN, IF FLVS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, FLVS SHALL CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT: 900 WALNUT STREET, GREEN COVE SPRINGS, FL 32043 OR AT: 904-336-6500 OR AT: PRR@myoneclay.net.

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26. FORCE MAJEURE

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

27. NO WAIVER

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

28. AUDIT RIGHTS

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

29. EMAIL ACCESS

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

30. NON-SOLICITATION AGREEMENT

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

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31. NO WAIVER OF SOVEREIGN IMMUNITY

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

32. NON-DISCRIMINATION

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

33. ACCOMMODATIONS FOR STUDENTS WITH EXCEPTIONALITIES

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

34. ENGLISH LANGUAGE LEARNER STUDENTS

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

35. ENTIRE AGREEMENT

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

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36. AMENDMENTS

With the exception of the annual update to the FLVS Course Offerings and Price List (Appendix A), no modification or alternation in the terms or conditions contained herein shall be effective unless contained in a written Amendment executed by both parties.

37. COMPLIANCE WITH LAWS

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

38. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that venue for any court proceeding arising from or related to this Agreement shall be in a court of competent jurisdiction situated in Orange County, Florida.

39. PARTICIPATION IN SIMILAR ACTIVITIES

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

40. NOTICE

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

As to FLVS:

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

With a copy to:
Office of General Counsel
Florida Virtual School
2145 Metrocenter Boulevard, Suite 100
Orlando, FL 32835

As to the District:

David Broskie, Superintendent of Schools

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School District of Clay County
900 Walnut Street
Green Cove Springs, FL 32043
David.broskie@myoneclay.net

With a copy to:
Clay Virtual Academy, Amanda Stilianou, CVA Principal
2306 Kingsley Ave.
Orange Park, FL 32073
Amanda.stilianou@myoneclay.net

41. AUTHORITY

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

42. NO THIRD-PARTY BENEFICIARIES

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

43. NO PARTNERSHIP OR JOINT VENTURE

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

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

FLORIDA VIRTUAL SCHOOL

By *(Authorized Signature)*	Date
	5/3/2021

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

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

Approved as to legal form and sufficiency by:

FLVS General Counsel (or authorized designee)

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

By *(Authorized Signature)*	Date

Printed Name and Title of Person Signing:
Mary S. Bolla, SBCC/CCDS Board Chair

Address: 900 Walnut Street, Green Cove Springs, FL 32043

Approved as to legal form and sufficiency by:

School Board Attorney/Legal Counsel for School Board of **Clay** County, Florida
James Bruce Bickner, School Board Attorney

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APPENDIX A – Course List and Fees

The Licensed Materials, which are the subject of the FLVS Franchise Agreement, including Licensed Course Content, Third Party Components, FLVS Virtual School Administrator, Registration, Student Information System, and the FLVS Learning Management System granted to the District and the fees payable to FLVS are outlined in the following table, "FLVS Course Offerings".

This list includes the most current version of all FLVS courses available for public release, except for those still in a pilot or BETA phase of development.

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

1. Fees

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

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FLVS Course Offerings	
Course Name *(*Franchise only offering)*	**Price**
ENGLISH/LANGUAGE ARTS	
Advanced Placement English Language and Composition	43.00
Advanced Placement English Literature and Composition	43.00
English 1	43.00
English 1 for Credit Recovery*	43.00
English 2	43.00
English 2 for Credit Recovery*	43.00
English 3	43.00
English 3 for Credit Recovery*	43.00
English 4	43.00
English 4 for Credit Recovery*	43.00
English 4: Florida College Prep	43.00
Journalism 1	43.00

M/J Language Arts 1	43.00
M/J Language Arts 2	43.00
M/J Language Arts 3	43.00
Reading for College Success*	43.00
Social Media 1	43.00
MATHEMATICS	
Advanced Placement Calculus AB	63.00
Advanced Placement Calculus BC	63.00
Advanced Placement Statistics	43.00
Algebra 1	43.00
Algebra 1 for Credit Recovery*	43.00
Algebra 2	43.00
Calculus Honors	63.00
Geometry	43.00
Geometry for Credit Recovery*	43.00
Liberal Arts Mathematics 1	51.00
Liberal Arts Mathematics 2	51.00
M/J Grade 6 Mathematics	43.00
M/J Grade 7 Mathematics	43.00
M/J Grade 8 Pre-Algebra	43.00
Mathematics for College Readiness	55.00
Pre-Calculus Honors	68.00
Probability & Statistics with Applications Honors	43.00
SCIENCE	
Advanced Placement Biology	43.00
Advanced Placement Environmental Science	43.00
Anatomy and Physiology	43.00
Biology 1	68.00
Biology 1 for Credit Recovery*	43.00
Chemistry 1	43.00
Chemistry 1 for Credit Recovery*	43.00
Earth/Space Science	43.00
Environmental Science (Guy Harvey)	43.00
M/J Comprehensive Science 1	43.00
M/J Comprehensive Science 2	43.00
M/J Comprehensive Science 3	43.00
Marine Science 1	43.00

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Physical Science	43.00
Physics 1	43.00
SOCIAL STUDIES	
Advanced Placement Human Geography	43.00
Advanced Placement Macroeconomics	43.00
Advanced Placement Microeconomics	43.00
Advanced Placement Psychology	68.00
Advanced Placement United States Government and Politics	63.00
Advanced Placement United States History	76.00
Economics (5048)	43.00
Economics with Financial Literacy	43.00
Economics with Financial Literacy for Credit Recovery*	43.00
M/J Civics	43.00
M/J United States History	43.00
M/J World History	43.00
Personal Financial Literacy (5047)	43.00
Psychology 1	46.00
United States Government	43.00
United States Government for Credit Recovery*	43.00
United States History	43.00
United States History for Credit Recovery*	43.00
World History	43.00
World History for Credit Recovery*	43.00
ART/MUSIC	
Advanced Placement Art History	43.00
Art History and Criticism 1 Honors	43.00
Guitar 1	76.00
M/J Guitar 1	76.00
CAREER AND LIFE SKILLS	
Advanced Placement Computer Science A (STEM)	59.00
Career Research and Decision Making	65.00
Critical Thinking and Study Skills	65.00
Driver Education/Traffic Safety - Classroom	69.00
Leadership Skills Development	65.00
M/J Career Research & Decision Making	43.00
M/J Critical Thinking, Problem Solving, and Learning Strategies	43.00

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M/J Peer Counseling 1	65.00
Peer Counseling 1	65.00
Peer Counseling 2	65.00
Peer Counseling 2 ELL	65.00
CAREER TECHNICAL EDUCATION	
Agriscience Foundations 1	43.00
Agriculture Communications 2 (releasing mid-April)	43.00
Computer & Network Security Fundamentals	71.00
Cybersecurity Essentials (releasing mid-May)	43.00
Digital Information Technology	63.00
Foundations of Programming	59.00
Introduction to Hospitality & Tourism (releasing mid-April)	43.00
Introduction to the Teaching Profession (releasing October)	43.00
M/J Business Keyboarding	43.00
M/J Coding Fundamentals	43.00
Procedural Programming	43.00
HEALTH/PHYSICAL EDUCATION	
Fitness Lifestyle Design	43.00
Health 1 - Life Management Skills	43.00
HOPE - Physical Education (Core)	43.00
M/J Comprehensive Physical Education Grade 6/7	43.00
M/J Comprehensive Physical Education Grade 7/8	43.00
M/J Fitness - Grade 6	43.00
Outdoor Education	97.00
Personal Fitness	43.00
WORLD LANGUAGE	
American Sign Language 1	43.00
American Sign Language 2	43.00
Chinese 1	43.00
Chinese 2	43.00
Chinese 3 Honors	43.00
French 1	43.00
French 2	43.00
Latin 1	43.00
Latin 2	43.00
Latin 3 Honors	43.00

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M/J Spanish, Beginning	43.00
M/J Spanish, Intermediate	43.00
Spanish 1	43.00
Spanish 2	43.00
Spanish 3 Honors	43.00
Spanish 4 Honors	43.00
Spanish for Spanish Speakers 1	43.00
ELEMENTARY	
Language Arts - Kindergarten	43.00
Language Arts - Grade One	43.00
Language Arts - Grade Two	43.00
Language Arts - Grade Three	43.00
Language Arts - Grade Four	43.00
Language Arts - Grade Five	43.00
Mathematics - Kindergarten	43.00
Mathematics – Grade One	43.00
Mathematics - Grade Two	43.00
Mathematics - Grade Three	43.00
Mathematics - Grade Four	43.00
Mathematics - Grade Five	43.00
Science - Kindergarten	43.00
Science – Grade One	43.00
Science – Grade Two	43.00
Science – Grade Three	43.00
Science – Grade Four	43.00
Science – Grade Five	43.00
Social Studies - Kindergarten	43.00
Social Studies – Grade One	43.00
Social Studies – Grade Two	43.00
Social Studies - Grade Three	43.00
Social Studies – Grade Four	43.00
Social Studies – Grade Five	43.00
Elementary Technology K	43.00
Elementary Technology 1	43.00
Elementary Technology 2	43.00
Elementary Technology 3	43.00
Elementary Technology 4	43.00

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Elementary Technology 5	43.00
Elementary Spanish Introductory Level	43.00
Elementary Spanish 1	43.00
Elementary Spanish 2	43.00
Elementary Spanish 3	43.00
Elementary Spanish 4	43.00
Elementary Spanish 5	43.00
Elementary Physical Education K	43.00
Elementary Physical Education 1	43.00
Elementary Physical Education 2	43.00
Elementary Physical Education 3	43.00
Elementary Physical Education 4	43.00
Elementary Physical Education 5	43.00
Elementary Art K	43.00
Elementary Art 1	43.00
Elementary Art 2	43.00
Elementary Art 3	43.00
Elementary Art 4	43.00
Elementary Art 5	43.00

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FLORIDA VIRTUAL SCHOOL

APPENDIX B
Teacher Acknowledgement Form

FLVS Mission:
To deliver high-quality digital learning on a robust online platform to achieve content mastery for student success.

FLVS Vision:
To lead online education worldwide with transformative digital solutions – personalized to every student.

FLVS Values:
- Excellence – Deliver the best. Always.
- Innovation – Lead transformative learning.
- Community – Build meaningful connections.
- Balance – Embrace flexibility.
- Communication – Listen, share, and collaborate openly.

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

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

Academic Integrity:
Academic Integrity, along with hiring the best and brightest instructional staff, is one of the core values at FLVS. It is one of the most important things we do as a learning organization. Done well, Students will make decisions based on values that will prepare them as productive, meaningful, and ethical citizens. All Franchise teachers will comply with the FLVS Academic Integrity policies and procedures, which can be found at:
https://www.flvs.net/docs/default-source/myflvs/academicintegrity.pdf?sfvrsn=6

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Welcome Phone Call:

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

Grading Student Work:

1. A major component of proper communication is returning student work in a timely manner. It is the Florida Virtual School's policy that all communication be returned within 24 hours. Responding within 24 hours does not have to include the grading of all work that was submitted the previous day. It is the responsibility of the instructor to inform students about the expected turnaround time on grading work that has been submitted. All work should be graded within 48 hours of submission.

2. Florida Virtual School uses the state adopted grading scale. Per Florida Statute 1003.437 High School Grading System:
   a) Grade A equals 90% through 100%.
   b) Grade B equals 80% through 89%.
   c) Grade C equals 70% through 79%.
   d) Grade D equals 60% through 69%.
   e) Grade F equals 0% through 59%.
   f) W – Student withdrawn during grace period. No credit awarded.
   g) WF – Student withdraws past grace period with a failing grade at the time of withdrawal. No credit awarded.
   h) WP – Student withdraws past grace period with a passing grade at the time of withdrawal. No credit awarded.
   i) P – Indicates that credit was awarded based on the student passing a state-administered End of Course (EOC) assessment instead of completed 100% of the course materials. Florida refers to this as a Credit Acceleration Program (CAP) credit. However, Florida has instituted EOC exams for select courses. A final grade issued by FLVS in one of the EOC exam courses may be interpreted differently based on district policies in effect at the time of enrollment and/or completion, and specific requirements per Florida Statute.

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

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Final Exam Policy:

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

For Courses with state required EOC exams, the School Board may act in accordance with District policy.

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

Minimum Length of Courses:

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

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

Personal Fitness (PF):	21 Days
Fitness Lifestyle Design (FLD):	24 Days
Health Opportunities in Physical Education (HOPE):	21 Days

Documentation of Student Work:

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

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FLORIDA VIRTUAL SCHOOL

As a Florida District Learning and Service Agreement Teacher, I have read and agree to abide by all FLVS Instructional Polices as found at https://dash.flvsgl.com/learn/2019-20-franchise-faculty-handbook/

Teacher Name	Certification	Areas

Teacher Signature	Date

Franchise Leader	Date

Please submit this form to the Franchise Manager within ten (10) Business Days of Teacher employment with your Franchise School.

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APPENDIX C

Steps for Enforcement

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

Step One: Verbal Warning

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

Step Two: Probation

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

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FLORIDA VIRTUAL SCHOOL

APPENDIX D

Florida Virtual School
Branding and Media Policy

FLVS Branding Policy:

- Include the registered trademark ® symbol after the first mention of Florida Virtual School or FLVS on all newly created marketing pieces, and include the following trademark statement:

Florida Virtual School and FLVS are registered trademarks of Florida Virtual School, a public-school district of the State of Florida.

- "Florida Virtual School" and "FLVS" are the only approved school name and abbreviation. "The Florida Virtual School", "Florida Virtual", and "Florida Virtual Schools" are not approved for use.

- Never use FLVS or Florida Virtual School possessively.

- Provide the FLVS Senior Director of Partner Services with a copy of all new marketing/informational pieces that mention Florida Virtual School or FLVS.

FLVS Media Relations Policy:

- Notify the FLVS Communications Manager and the FLVS Senior Director of Partner Services upon receiving an inquiry from the media, or directly upon completion of an interview if prior notice is not possible.
    - Tania Clow, Communications Manager: 407-513-3627, tclow@flvs.net
    - Larry Banks, Senior Director of Partner Services: 407-484-4031, lbanks@flvs.net

- Media Resources Available:
    - FLVS Newsroom (flvs.net/news) – View news releases, annual report, district enrollment summary, research documents, and FLVS leadership members.

- When speaking about enrollment numbers, we ask that you clarify that the numbers are for your franchise specifically. If you need current enrollment data for FLVS, please reach out to the FLVS Communications Manager or FLVS Senior Director of Partner Services.

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Kamm, Teresa <teresa.kamm@myoneclay.net>

FW: FLVS Contract

1 message

Serra, Joanne <jserra@flvs.net> Tue, Mar 9, 2021 at 5:49 PM
To: "teresa.kamm@myoneclay.net" <teresa.kamm@myoneclay.net>
Cc: "Stilianou, Amanda" <amanda.stilianou@myoneclay.net>, "Maldonado, Lisa" <lmaldonado@flvs.net>, "Sewell-Grant, Sharon" <ssewellgrant@flvs.net>

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Good Afternoon Ms. Kamm,

I am in receipt of your request below for a Certificate of Insurance. Please note that Florida Virtual School (FLVS) is a public agency established by Florida Statute 1002.37. As a fellow governmental agency of Florida, our Franchise Agreement is an interagency agreement, which includes language where we each acknowledge our reservation of sovereign immunity pursuant to section 768.28 of the Florida Statutes. While FLVS carries insurance, we do not issue insurance certificates or name Florida school districts as additional or co-insured as it could be construed as a waiver of our sovereign immunity.

Please let me know if you have any questions or concerns.

Best regards,

Joanne Serra

Sr. Director – Procurement & Contracting

O 407-513-3522 | C 321-287-6938

June 3, 2021 - Regular School Board Meeting

Title

C8 - Approval for the Purchase of Lexia's Core5® Reading and Lexia® PowerUp Literacy® for Intensive Reading.

Description

Lexia Learning Systems LLC, A Rosetta Stone Company, is one of the best-known and most highly-respected reading technology companies in the world. Lexia Learning Systems LLC is the author of Core5® Reading and Lexia® PowerUp Literacy®. Research is the bedrock of Lexia's educational mission. Founded in 1984 with a grant from the National Institute of Child Health and Human Development (NICHD), Lexia's ongoing commitment to rigorous efficacy and learning outcomes research is at the center of their pedagogical approach. Lexia's Core5® Reading Lexia®-PowerUp Literacy® is one of the most rigorously researched, independently evaluated, and respected reading programs in the world. In the context of the RTI-MTSS framework, Lexia's Core5® Reading Lexia®-PowerUp helps educators provide targeted, personalized instruction in fundamental literacy skills to students identified for Tier II and Tier III intervention and to frequently monitor student progress without a separate testing event. Both programs also meet ESSA's standards for Tier 1 Strong research, the highest level of efficacy evidence outlined by federal law. Lexia® Core5® Reading for Florida supports educators in providing differentiated literacy instruction for students of all abilities in grades pre-K–5. Lexia® PowerUp Literacy® for Florida is designed to help struggling and nearly-proficient readers in grades 6–12 become proficient readers and confident learners. Students are able to access Lexia's Core5® Reading Lexia®-PowerUp from any compatible device both inside and outside of school, allowing for maximum flexibility in the delivery of browser-based instruction. Student progress and data is synchronized continuously so as students work from different devices, they are able to continue in the program's Scope and Sequence without losing progress. Lexia's Core5® Reading and Lexia® PowerUp Literacy® are aligned to the Florida Comprehensive Intervention Reading Plan for Intensive Reading Intervention. Lexia's Core5® Reading and Lexia® PowerUp Literacy® are on the Florida Department of Education's state approved 2020-2021 K-12 English Language Arts Instructional Materials Adoption List. Lexia's Core5® Reading and Lexia® PowerUp Literacy® are aligned with Florida's new ELA B.E.S.T. Standards.

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Gap Analysis

Lexia® Core5® Reading is a highly structured and sequential blended learning approach to reading instruction that is designed to create individualized learning paths for students of all ability levels, including students with dyslexia. Lexia® Core5® Reading (Core5) is a technology-based instructional program that will accelerate mastery of reading skills in grades Pre-K through 5. An auto placement feature will determine an appropriate start level in the program. Students will reach their end-of-year (EOY), grade-level benchmark when they complete Core5 content corresponding to their grade level. Students will receive a monthly Performance Predictor score which estimates their percent chance of reaching EOY, grade-level benchmark. Based on their Predictor score and grade, students will be given a weekly usage target that is updated monthly. Consistently meeting usage targets increases the chances that students will reach their EOY, grade-level benchmark in Core5. Lexia® Core5® Reading will support educators in providing differentiated literacy instruction for students of all abilities in grades pre-K–5. Lexia's research-proven program will provide explicit, systematic, personalized learning to students with identified reading deficiencies in the six areas of reading instruction, targeting skill gaps as they emerge. Lexia® Core5® Reading will provide teachers with the data and student-specific resources they need for individual or small-group instruction. Lexia® Core5® Reading will contribute to improved scores on standardized reading tests for students in preschool and elementary school. Targeted populations (such as students who are low performers and/or in Title I schools) will benefit significantly from Core5. Students who are English Learners will show significant benefits from Core5, in some cases closing the reading gap with their native English-speaking peers. These statements are supported by rigorous scientific methods that were followed in conducting studies, including the use of treatment and control groups, pretests/posttests, using standardized reading assessments, and appropriate statistical data analyses.

The Lexia® PowerUp Literacy® program (PowerUp) was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that will provide an adaptive sequence of learning activities that students in the secondary intensive reading course will work through independently online, while receiving aligned teacher-driven lessons and paper and pencil activities. PowerUp Literacy accelerates the development of both fundamental literacy skills and higher-order thinking skills, helping students become proficient readers and confident learners utilizing a Blended Learning Model. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The Word Study strand will promote word recognition skills through instruction of letter-sound and syllable division patterns, sight words, and structural analysis (prefixes, roots, suffixes). The Grammar strand will address language comprehension skills such as understanding parts of speech and syntax, with an emphasis on connective words. The Comprehension strand will advance language comprehension through increasing background knowledge, verbal reasoning, and understanding of text structures. Vocabulary knowledge is interwoven throughout all three strands. PowerUp will provide secondary intensive reading teachers instructional tools and materials aligned with the science of reading and Florida's new B.E.S.T. Foundation Standards required to address reading gaps in adolescents. PowerUp's theory of change posits that instruction in word recognition and language comprehension skills will boost reading comprehension and writing.

SPECIAL EDUCATION SUPPORT: Lexia Learning was originally founded to provide reading intervention for students with language based learning difficulties, including Dyslexia. PowerUp Literacy has been used in conjunction with technology-based adaptive add-ons and/or one-to-one assistance.

ENGLISH LANGUAGE LEARNER SUPPORT: Lexia's programs will provide personalized, systematic instruction in fundamental literacy skills, with a specific focus on grammar and syntax, which will be particularly challenging for English Language Learners. The programs will support evidence-based best practices for supporting ELLs with embedded progress monitoring, extensive vocabulary instruction including academic language, and explicit instruction, as well as opportunities for peer assisted reading, writing, speaking, and listening activities. Background building and instructional videos, an opportunity to encounter texts in Listen Mode (hear them read aloud), scaffolding and spiraling content will provide the instruction proven to accelerate learning. Native language Spanish introductions and directions can be activated by teachers. In a scaffolded manner, students for whom this support is provided will hear English first, and then hear their native language. As students become more proficient in English, they can choose when to use native language support.

AUTO PLACEMENT: Lexia Programs begins with a comprehensive set of Auto Placement exercises that place the student in different levels based on the research around the Simple View of Reading, allowing students to be placed based on their proficiency in the components of reading. The program determines a personalized learning path for each student based on their strengths and weaknesses and supports them continuously through an adaptive placement. As students work independently in the online activities, realtime performance data is collected through Lexia's patented embedded assessment tool, Assessment Without Testing®. These diagnostic data provide continual assessment of students' retention and application of skills as learners work through the scope and sequence. As students use the software, Lexia's proprietary Assessment Without Testing® (AWT) algorithm collects and analyzes data. AWT provides a comprehensive look at student progress, saving hours for instruction while diminishing the need for separate testing events with the accompanying preparation, follow-up, and anxiety. With every keystroke, mouse movement, and moment spent engaged in the student software, PowerUp Literacy's AWT provides actionable, criterion-referenced performance data. The data AWT gathers determine the next step in online instruction and populate personalized Action Plans. Lexia's proprietary Assessment Without Testing data in PowerUp Literacy has been successfully validated through a correlational and predictive study with NWEA MAP Growth and FASTbridge aReading, and further data is being collected to add to this validation process.

REPORTING: As students work through each activity, detailed progress data is immediately available on myLexia®. Highly graphic, easy to interpret reports help educators track student usage of the programs, student progress through the content, specific skills students have acquired, and specific skills where students struggle. Data-driven Action Plans, unique to each student, simplify the process of differentiating instruction. Form IM8, Publisher's Questionnaire Page | 6 Action Plans

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recommend the amount of time to spend engaged with the software to meet goals and indicate if/when a student requires an educator-led Lexia Lesson® or is ready for a Lexia Skill Builder® to extend practice and apply skills off-line. Based on Assessment Without Testing measures, teachers and administrators receive real-time reports on individual student progress toward eighth grade reading proficiency. Reports are provided at four levels: District, School, Class, and Student.
HOME-TO-SCHOOL CONNECTION: Home Use Letters and Achievement Certificates will be available for personalization and use. Easy to understand, graphic Student Reports can be printed and used for conferencing. Additionally, with each site-license, all students will have access to the programs from any compatible device, including home and library use. Lexia Skill Builders can be used for homework.
PROFESSIONAL LEARNING OPPORTUNITIES: At no additional cost, Lexia provides Customer Service Support and online access to training guides, manuals, and other learning resources in the Teacher Resources Hub of myLexia. Learning Now videos provide quick, targeted support on topics from registering students to understanding data so that it can impact instruction.

Previous Outcomes
Based on the Florida Department of Education Survey 2 for CCDS, as of 12/02/20, 9,738 of K-12 students were coded as receiving Tier 2 reading intervention, 4,556 of K-12 students were coded as receiving Tier 3 reading intervention for substantial reading deficiencies.

Expected Outcomes
The district will increase reading proficiency in grades K-12 as instructional and achievement gaps are closed using Lexia, an evidence based program aligned to Florida's B.E.S.T. Standards - ELA based on the science of reading. In addition, the quality of Tier 2 and Tier 3 interventions will ultimately improve as the number of students in need of reading intervention decreases.

Strategic Plan Goal
Goal 1: Develop a Great Educators and Leaders
Strategy 1.2: Provide diagnostic and prescriptive interventions for differentiated instruction in reading
Initiative 1.2.2: Adopt and implement Tier 2 and Tier 3 instructional interventions in all reading classroom

Recommendation
That the Clay County School Board approve the purchase of the Lexia Core5® Reading and Lexia® PowerUp Literacy® Unlimited License with Implementation Success Partnership, Lexia PowerUp Literacy Student Subscription, Lexia PowerUp Literacy Implementation Success Partnership, and Lexia District Success Partnership for supporting individual student instructional and intervention to reading achievement gaps for students in grades K-12 who are currently coded as receiving Tier 2 and Tier 3 intervention.

Contact
Roger Dailey, Chief of Academic Officer, roger.dailey@myoneclay.net, 904-336-6904

Financial Impact
For 06/01/2021-07/31/2024, the fiscal impact of the Lexia Lexia Core5® Reading and Lexia® PowerUp Literacy® Unlimited License with Implementation Success Partnership, Lexia PowerUp Literacy Student Subscription, Lexia PowerUp Literacy Implementation Success Partnership, and Lexia District Success Partnership for grades K-12 will not exceed $1,474,558.33 from 2021 Federal Funds.
Year 1 $631,983.33 Year 2 $631,983.33 Year 3 $631,983.33
Total Cost $1,895,949.99 for Year-to-Year Contract
Total Savings for 3-Year Contract $421,391.66
Total Cost for 3-Year Contract with Savings $1,474,558.33

Review Comments

Attachments

- Approved_Ready for Board 210104 Lexia Learning Systems.pdf

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FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 210104
Number Assigned by Purchasing Dept.

CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

☐ Must Have Board Approval over $100,000.00

Date Submitted: April 12 2021

Name of Contract Initiator: Heather M Teto Telephone #: 904-336-6909

School/Dept Submitting Contract: Elementary Education Cost Center # 9006

Vendor Name: Lexia Learning Systems LLC

Contract Title: Lexia High Quality Reading Program

Contract Type: New ☑ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract #

Contract Term: 3 Years: June 1, 2021 - 7/31/2024 Renewal Option(s):

Contract Cost: $1,474,558.33 is for 3 years (District POs are issued annually each fiscal School year)

☑ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # 400.5100369.9006.0000.4760.000.1 ESSER Funds, When available

Funding Source: Budget Line #

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

Please process full Amount SMH 5/4/21.

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (*when applicable*):

RECEIVED APR 15 2021 PURCHASING

_____ Completed Contract Review Form

_____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

_____ SIGNED Addendum A (if not an SBAO Template Contract)*

This Statement MUST BE included in the body of the Contract:

"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

_____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.

Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).

Workers' Compensation = $100,000 Minimum

[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

_____ State of Florida Workers Comp Exemption (https://apps.fldfs.com/bocexempt/) (If Applicable)

_____ COVID-19 Waiver (If Applicable)

_____ Release and Hold Harmless (If Applicable)

RECEIVED 4/20/2021 SBAO

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****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department BTB Review Date 4/19/2021	Software Subscription License for Curriculum SBCC Independent Contractor Services Agreement used Department Request a PO annually per appropriated funds. See Comments in Contract. pg 2, 2. insert verbiage
School Board Attorney CB Review Date 4/28/21	
Other Dept. as Necessary Email Review Date 4/6/2021	IT Department has approved per attached email
PENDING STATUS: ☐YES ☐NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	☑ APPROVED CB DATE: 5/17/21

* Svgs recognized - if paid in full for the first year! Saving = $421,391.66

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This CONTRACTOR Services Agreement ("Agreement") is made as of the effective date set forth below, by and between the SCHOOL BOARD OF CLAY COUNTY, Florida (hereinafter referred to as "SBCC"), a body corporate pursuant to s. 1001.40, Florida Statute, whose principal place of business is 900 Walnut Street, Green Cove Springs, Florida 32043 and Lexia Learning Systems LLC (hereinafter referred to as "CONTRACTOR"), whose principal place of business is 300 Baker Ave, Ste 320, Concord, MA 01742.

WHEREAS, the SBCC is engaged in the activity of providing educational opportunities to children; and

WHEREAS, CONTRACTOR has experience, skill, and expertise in delivering the services and/or products described in this Agreement; and

WHEREAS, the SBCC is interested in procuring the services and/or products of CONTRACTOR, as best fits the needs of the school district as determined by the SBCC; and

WHEREAS, CONTRACTOR desires to provide their services and/or products to the Clay County / 27 Elementary Schools School/Department,

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

TO the SBCC described in Attachment A, "Scope of Services and/or Products," which is attached hereto and incorporated herein.

1. The Company, Vendor, Agency, or Consultant, of Contract for Goods and Services, hereafter collectively and individually referred to as the "Contractor".
2. CONTRACTOR represents that it is an independent contractor and that it requires that the SBCC treat it as such. CONTRACTOR agrees:
   a. That it has no rights to any benefits extended by the SBCC to its employees [including without limitation, sick leave, vacation time, insurance coverage, etc.];
   b. That it will not take a position contrary to their status as an independent contractor, and agrees to accept the responsibilities placed on independent contractors by federal and state law [accordingly, the SBCC will not make the deductions or contributions that an employer may be required to make with respect to its employees, and the undersigned will be responsible for all federal and state tax and fund obligations, including without limitation, income tax, Social Security, unemployment compensation, etc.];
   c. CONTRACTOR agrees, as an independent contractor and not an employee of the SBCC, it is responsible for providing their own Worker's Compensation Insurance and social security/self-employment contributions.
3. CONTRACTOR acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the SBCC, CONTRACTOR shall indemnify, defend, and hold harmless the SBCC, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of CONTRACTOR, its employees, or agents relating to the performance of duties imposed upon CONTRACTOR by this Agreement. Such indemnity shall not be limited by benefits payable by or for CONTRACTOR under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the SBCC written notice of any claim, complaint, or demand asserted against CONTRACTOR related to the performance of this Agreement. CONTRACTOR's obligations under this section shall survive the termination of this Agreement.

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4. CONTRACTOR agrees to be bound by, and at its own expense comply with, all federal, state, and local laws, ordinances, and regulations applicable to the services. CONTRACTOR shall review and comply with the confidentiality requirements of federal and state law and the SBCC policy regarding access to and use of records.

5. Reservation of Sovereign Immunity: No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the SBCC's liability beyond that which is set forth in Section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the SBCC's sovereign immunity from suit, or to require the SBCC to indemnify CONTRACTOR or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the SBCC. The SBCC expressly reserves all other protections and privileges related to its sovereign immunity.

6. CONTRACTOR will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR warrants and represents to the SBCC that it possesses the expertise, capability, equipment and personnel to properly perform the services and that it is properly and legally licensed to perform the services. CONTRACTOR acknowledges that the SBCC is relying on the warranties and representations made by CONTRACTOR.

7. Method of Payment: Services and/or Products satisfactorily received shall be compensated in accordance with Attachment A and the following terms:
   a. Procurement is performed in accordance with applicable law, State Board of Education Rules, Clay County School Board Policy and other applicable rules and regulations which govern. CONTRACTOR shall be paid in accordance with the Local Government Prompt Payment Act (218.70, et seq., Florida Statutes) upon submission of detailed invoices to the appropriate location listed on the District Purchase Order and/or the School Internal Account Purchase Order, and only after delivery and acceptance of the services and/or products provided.
   b. Services and/or Products, as authorized by and listed in Attachment A, shall be compensated by Hour Rate (cost per hour) / Fixed Fee (*includes direct and indirect costs)* / Flat Rate (*cost for scope of work)* / etc.
   c. Direct reimbursement for travel expenses, as authorized by and listed in Attachment A, shall be made in accordance with the requirements and rates found at F.S. 112.061 and any applicable SBCC policies.
   d. Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.
   e. Unless otherwise required by law, the SBCC's payment obligations (if any) arising from the underlying Agreement are contingent upon an annual appropriation by the School Board and the availability of funds to pay for the contracted services and/or products provided. If such funds are not appropriated for the underlying Agreement and results in its termination, such conditions/events shall not constitute a default by the SBCC.

8. The SBCC and CONTRACTOR have mutual rights to terminate this Agreement with or without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party. However, if it is determined by the SBCC that the work is not being performed as agreed herein, CONTRACTOR shall be deemed to be in default, and the SBCC reserves the right to cancel this Agreement immediately.

9. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

10. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.

11. CONTRACTOR shall not assign this Agreement in whole or in part, without the express written consent of the SBCC Purchasing Department.

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12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Clay County, Florida.

13. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.

14. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.

15. Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.

16. The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of this Agreement.

17. CONTRACTOR shall retain records associated with the services and/or products provided herein for a period of three years following final payment. CONTRACTOR shall, with reasonable notice, provide the SBCC access to these records during the above retention period.

18. Jessica Lunsford Act: SBCC is required to conduct background screening of CONTRACTOR (including its employees, agents, and sub-contractors) (go to Clay County District Schools website for fingerprinting procedures). CONTRACTOR represents and warrants to the SBCC that CONTRACTOR is familiar with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes at CONTRACTOR's sole expense and shall provide the SBCC proof of such compliance upon request.

    Certification: By executing this Agreement, CONTRACTOR swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with these procedures, the requirements of the Jessica Lunsford Act, SBCC's finger printing procedures, and the laws of the State of Florida. Failure to comply with these procedures, the Act, SBCC's finger printing procedures, and the law of the State of Florida shall constitute a material breach of the Agreement, and SBCC may avail itself of all remedies pursuant to law. CONTRACTOR agrees to indemnify and hold harmless SBCC, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to CONTRACTOR's failure to comply with any of the above.

19. E-Verify: CONTRACTOR named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, the CONTRACTOR certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The CONTRACTOR must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the CONTRACTOR that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, Florida Statutes, the SBCC shall terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), F.S.. If the SBCC has a good faith belief that the subcontractor, without the knowledge of the CONTRACTOR, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the SBCC shall notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. If the SBCC terminates an Agreement with a CONTRACTOR pursuant to sec. 448.095(2)(c), F.S., the CONTRACTOR will not be awarded a public contract for at least one year after the date of such termination.

20. The CONTRACTOR certifies that CONTRACTOR is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.

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21. CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of CONTRACTOR:

General Liability Policy:	Auto Liability Policy:	Worker's Compensation Policy:
$1,000,000.00 per occurrence	$1,000,000.00 combined single limit	$100,000
$2,000,000.00 aggregate	$5,000,000.00 (if charter or common carrier)	*Exempt, need signed WCAF*

**If the CONTRACTOR is exempt from Worker's Compensation insurance obligations, the CONTRACTOR must sign the Worker's Compensation Acknowledgment Form (WCAF) attached hereto as Exhibit # 1 .*

All policies of insurance shall be rated "A-" or better by the most recently published A.M. Best Rating Guide and shall be subject to the SBCC approval as to form and issuing company. The SBCC shall be named as certificate holder and as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) days after execution of this Agreement. CONTRACTOR shall furnish the SBCC's Representative copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to the SBCC." CONTRACTOR* is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.
Receipt of certificates or other documentation of insurance or policies or copies of policies by the SBCC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

22. CONTRACTOR shall not solicit or accept brokerage or any other fees or remuneration from any provider of the SBCC insurance program.

23. CONTRACTOR recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter "Confidential Information"). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR's facilities and equipment. CONTRACTOR understands and agrees that it is subject to all federal and state laws and SBCC rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.

24. CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR's duties under this Agreement, and will specifically:
    a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
    b. Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
    c. Ensure all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
    d. Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible the SBCC's information technology systems.
    e. The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their

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employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):

a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
b) CONTRACTOR that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.07(5)(a)2 and 6]

CONTRACTOR's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SBCC'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

25. Government Funding: Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not limited to Florida Department of Education (DMS, SREF); Florida Statutes Chapter 287, 489; Code of Federal Regulations Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20, 31, 40, 4.

To the extent that the SBCC is using Government Funds as a source of payment for this Agreement, CONTRACTOR shall execute and deliver to the SBCC the following forms, attached hereto as Exhibit # 2 : (a) EDGAR Certification; (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest.

SBCC'S Representative with CONTRACTOR is: Bianca Montoro

School/Department Name: Elementary Education

Mailing Address: 23 South Green Street Green Cove Springs, FL 32043

Phone #: 904-336-6965 Email Address: bianca.montoro@myoneclay.net

Accepted and Agreed to:

SCHOOL BOARD OF CLAY COUNTY	**CONTRACTOR**
By: _____	By: _____
Print Name: _____	Print Name: Peter Koso
Title: School Board Chairperson	Title: Vice President
Date: _____	Date: 9-Apr-2021

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Attachment A

SCOPE OF SERVICES AND/OR PRODUCTS

1. **Description of Services and/or Products** (If sufficient space is not available on Attachment A, CONTRACTOR may provide information and append it to the Agreement as Attachment A-1, Attachment A-2, etc)

~~See following two pages~~.

See Attachment A-1
Lexia Quote # Q-456054-1

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2. **Term**:
The term of this Agreement shall commence on 1-Jun-2021 and continue until 31-Jul-2024, unless earlier terminated as set forth in Agreement.

3. **Fee**:

The CONTRACTOR shall provide services and/or products described in Attachment A, at the rate of $ See Attachment A-1 Quote # Q-456054-1 (Hour Rate (cost per hour) / Fixed Fee (includes direct and indirect costs) / Flat Rate (cost for scope of work) / etc). The total compensation under this agreement shall not exceed $1.5M.

NOTIFICATION DOCUMENT

Waiver Requires Signature At Time Of Entrance On SBCC Property

Masks are Mandatory and a signed COVID-19 Waiver will be required by all Vendors, Visitors, Volunteers, Non-Employees, ETC. conducting business on our property.

COVID-19 WAIVER

SCHOOL BOARD OF CLAY COUNTY, FLORIDA
RELEASE OF LIABILITY AND ASSUMPTION OF RISK RE: COVID 19 INFECTION

In consideration of being allowed to participate in any way in any activity which takes place on Clay County School District ("CCSD") property (facilities or grounds) I, the undersigned vendor, volunteer, parent, or legal guardian, acknowledge, understand, and agree that by participating in events and activities at Clay County School District facilities/property: (1) there are certain risks to me and my child(ren) arising from or related to possible exposure to communicable diseases including, but not limited to, COVID-19, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"); (2) I am fully aware of the hazards associated with such Communicable Diseases and; (3) I knowingly and voluntarily assume full responsibility for any and all risk of personal injury or other loss that I may sustain in connection with such Communicable Diseases, and: (4) I, for myself or for my minor child(ren) or ward(s), and on behalf of my/our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE CLAY COUNTY SCHOOL BOARD ("The District") and its officers, officials, agents, representatives, employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises upon which CCSD related events and activities take place (the "Released Parties"), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any ILLNESS, INJURY, DISABILITY, DEATH, OR OTHER DAMAGES incurred due to or in connection with any Communicable Diseases, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by law.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I certify that I am the legal parent/guardian of the MINOR CHILDREN listed below, and that I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE and affirm that I, on behalf of myself and my minor child(ren), do consent and agree to the complete, total and unequivocal release of all the Released Parties as provided above.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

_____ _____

Participant/Vendor/Volunteer/Parent Signature Date

_____

Printed Name

Name of each minor child for whom this Release applies, **if applicable**:

_____ _____

_____ _____

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Exhibit # 1

WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.
9. Contactor had an opportunity to review and consult with legal counsel regarding this document.
10. Contactor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

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Name of Contractor/Vendor: Lexia Learning Systems LLC

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: Peter Koso

Title of Authorized Representative: Vice President

Date: 9-Apr-2021

Exhibit # 2 (a)

EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of $10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29

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EDGAR CERTIFICATIONS (continued)

CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, ort voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been

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EDGAR CERTIFICATIONS (continued)

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS ACCESS AND RETENTION

Records Access (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: Lexia Learning Systems LLC

Signature of Authorized Representative:

Print Name of Authorized Representative: Peter Koso, Vice President

Exhibit # 2 (b)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:

a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or

d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor: Lexia Learning Systems LLC

Peter Koso
Printed Name

Vice President
Title of Authorized Representative

Signature: _____

Date: 9-Apr-2021

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Exhibit # 2 (c)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Fla. Stat., as follows:

IDENTICAL TIE BIDS – A bid or contract received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors has a drug-free workplace program. To obtain such preference, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction or plea of guilty or no contest to any violation of Chapter 893 or of any controlled substance laws of the United States or the State of Florida, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: Lexia Learning Systems LLC

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Peter Koso
(Printed Name)

(Signature)

Vice President
(Title)

9-Apr-2021
(Date)

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Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF CLAY)

My name is (*INSERT NAME* Peter Koso). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

4) (*INSERT NAME OF COMPANY* Lexia Learning Systems LLC) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

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I attest that (*INSERT NAME OF COMPANY* Lexia Learning Systems LLC) understands and acknowledges that the above representations are material and important, and will be relied on by the School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein stated shall be treated as intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Lexia Learning Systems LLC

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Peter Koso	
(Printed Name)	(Signature)
Vice President	9-Apr-2021
(Title)	(Date)

Exhibit # 2 (e)

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBCC Title or Position of Bidder's Employee	SBCC Department/ School of Bidder's Employee

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Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBCC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBCC have been identified above.

Signature

Lexia Learning Systems LLC
Company Name

Peter Koso, Vice President

QUOTE



Lexia Learning Systems LLC
300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-456054-1
Created Date: 3/23/2021 6:49 PM

Prepared By: Cheryl McLaughlin
Email: cheryl.mclaughlin@lexialearning.com

Quote To:
Clay Co School District
900 Walnut St
Green Cv Spgs, FL 32043 US

Bill To:
Clay Co School District
900 Walnut St
Green Cv Spgs, FL 32043 US

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Quote for 1 Year — OPTION 1

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
6/1/2021	7/31/2022	27	Lexia Core5 Reading/PowerUp Literacy Unlimited License with Implementation Success Partnership	$13,883.33	$374,850.00
6/1/2021	7/31/2022	5,500	Lexia PowerUp Literacy Student Subscription	$35.00	$192,500.00
6/1/2021	7/31/2022	13	Lexia PowerUp Literacy Implementation Success Partnership	$4,083.33	$53,083.33
6/1/2021	7/31/2022	1	Lexia District Success Partnership	$11,550.00	$11,550.00
				Quote for 1 Year Total Price:	$631,983.33

Quote for 2 Years — OPTION 2

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
6/1/2021	7/31/2023	27	Lexia Core5 Reading/PowerUp Literacy Unlimited License with Implementation Success Partnership	$23,833.33	$643,500.00
6/1/2021	7/31/2023	5,500	Lexia PowerUp Literacy Student Subscription	$60.13	$330,687.50
6/1/2021	7/31/2023	13	Lexia PowerUp Literacy Implementation Success Partnership	$7,583.33	$98,583.33
6/1/2021	7/31/2023	1	Lexia District Success Partnership	$21,450.00	$21,450.00
				Quote for 2 Years Total Price:	$1,094,220.83

Quote for 3 Years OPTION 3

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
6/1/2021	7/31/2024	27	Lexia Core5 Reading/PowerUp Literacy Unlimited License with Implementation Success Partnership	$31,666.67	$855,000.00
6/1/2021	7/31/2024	5,500	Lexia PowerUp Literacy Student Subscription	$80.75	$444,125.00
6/1/2021	7/31/2024	13	Lexia PowerUp Literacy Implementation Success Partnership	$11,083.33	$144,083.33
6/1/2021	7/31/2024	1	Lexia District Success Partnership	$31,350.00	$31,350.00
				Quote for 3 Years Total Price:	$1,474,558.33

Fax or email Purchase Orders with quote number Q-456054-1 AND Option Number to the following:
Attn: Cheryl McLaughlin
Email: cheryl.mclaughlin@lexialearning.com
Fax: (978) 287-0062

PLEASE NOTE THE QUOTE NUMBER AND OPTION NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS
**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. ~~Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.~~ See Agreement, Section 7 "Method of Payment"

TERM
This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS
To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE
All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at http://www.lexialearning.com/download (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). ~~Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.~~ The School Board of Clay County, Florida Independent Contractor Services Agreement shall govern and prevail.

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K-12 EDUCATION APPLICATION LICENSE AGREEMENT

This K-12 Education Application License Agreement (this "License" or "Agreement") is a license and contract between you, the individual completing the order for access to and use of the licensed subscriptions, products, materials, and/or services described below and in the applicable Order Form, on behalf of your organization ("Licensee" or "Customer"), and Lexia Learning Systems LLC, a Cambium Learning Group company ("Licensor" or "Company") and governs Customer's access and use of the Company licensed subscriptions, products, materials, and/or services. The license granted hereunder is conditioned upon Customer's acceptance of the terms set forth herein. Customer and Company are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Definitions:

"Application" or "Product" means the K-12 educational language and literacy subscription product(s), applications, materials and/or services offered under the Lexia® or other Cambium Learning Group-owned brand, as specified in the applicable Order Form, including without limitation, Company's online K-12 education subscription products, all of which are offered and provisioned by Company as SaaS-based subscriptions in a multi-tenant, shared database architecture, where individualized client-dedicated infrastructure and/or processing is not part of the Application or services offering, as well as any software, hosting or other services, companion materials, training, documentation or related products for the K-12 Education Application, accessed on or through, or downloadable from, password-protected access to a Company-designated website and/or mobile application (the "Site"), as well as any Company or third party applications embedded within or provided by Company to deliver or enable delivery of the functionality of the Application, including those installed on any third party server related thereto, along with all services, documentation, reports and/or other ancillary materials provided by Company in conjunction with the Application (together with any updates to, or new releases of, the foregoing that are made available to Customer by Company), licensed by Company to Customer under the applicable Order Form and pursuant to this License.

"Authorized User" means any student, participant, employee or other individual designated by Customer to receive access to the Company Application under this License.

"Company" or "Licensor" means Lexia Learning Systems LLC or any of subsidiaries or affiliates thereof, as set forth in the applicable Order Form.

"Enterprise Administrator(s)" means the Authorized User(s) designated by the Customer to act as administrators for the Customer, with responsibility on behalf of Customer for overseeing and managing the access of Authorized Users to the Application. Customer shall provide Company with the names of such Enterprise Administrators.

"Online" means the accessing of the Application or component thereof using a web or mobile browser on a desktop or mobile device over the Internet.

"Order Form" means each order form, quote, statement of work, or proposal provided by or on behalf of Company to Customer for Company's K12 Education Application, subscriptions and/or services under this Agreement and accepted by or on behalf of Customer.

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1. IMPORTANT NOTICE ON LICENSE PLEASE REVIEW CAREFULLY

A. General. THIS LICENSE IS A LEGAL AGREEMENT BETWEEN CUSTOMER/LICENSEE AND COMPANY/LICENSOR. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT COMPANY WOULD NOT HAVE ENTERED INTO THIS LICENSE WITH CUSTOMER WITHOUT CUSTOMER'S AGREEMENT TO BE FULLY BOUND BY THE TERMS OF THIS LICENSE.

THIS LICENSE CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY (SEE SECTION 10 BELOW). THIS PROVISION IS AN ESSENTIAL PART OF THE PARTIES' AGREEMENT.

B. Online Acceptance. BY PLACING AN ORDER WITH COMPANY, CLICKING ANY ACCEPTANCE BUTTON OF THE APPLICATION, PAYING AN INVOICE ANY COMPANY APPLICATION OR SERVICE, OR DOWNLOADING, INSTALLING OR OTHERWISE USING THE APPLICATION OR ANY PART THEREOF, CUSTOMER AGREES TO BE BOUND BY THE TERMS, CONDITIONS AND NOTICES OF THIS LICENSE, SHALL BE DEEMED TO HAVE ACCEPTED THIS LEGAL AGREEMENT IN FULL, AND SHALL BE DEEMED TO HAVE AUTHORIZED THE INDIVIDUAL COMPLETING THE ORDER OR AUTHORIZATION FOR, OR INSTALLATION, PAYMENT OR USE OF, THE APPLICATION, TO ENTER INTO THIS AGREEMENT AND ACCEPT THESE TERMS ON BEHALF OF CUSTOMER.

IF CUSTOMER DOES NOT AGREE TO THESE PROVISIONS OR ANY OF THE OTHER TERMS OF THIS LICENSE, DO NOT CLICK THE ACCEPTANCE BUTTON (IF ANY) AND DO NOT USE OR ACCESS, OR ENABLE ANY AUTHORIZED USER TO ACCESS THE APPLICATION.

2. LICENSE

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The Application is licensed, not sold. The Application is intended to be used by Customer for the educational instruction and/or training of its Authorized Users only. Customer may not use the Application for any other purpose, or other than in accordance with the terms of this License, without the express prior written authorization of Company in each instance. If Customer accepts this License, Company grants Customer a limited, revocable, nonexclusive and nontransferable license to access and use, and to allow its Authorized Users to access and use, the Application licenses and/or receive and use materials and services, as identified and for the subscription service term specified in the applicable Order Form, subject to Customer's fulfillment of its payment obligations under each Order Form and the obligations, limitations, and restrictions set forth in this License. For purposes of the preceding sentence, "use" of the K-12 Education Application means access by an Authorized User to the functionality of the Application by means of password-protected access to a Company-designated Site, or, to the extent supported by Company and agreed by the Parties, via Customer's LMS, SSO or via such other arrangement or media expressly agreed to by Company in the applicable Order Form, for K-12 educational literacy or language-learning purposes only.

The specific subscription and/or service period and any maximum number of Authorized Users of the licensed Application shall be as provided in the applicable Order Form. Information regarding the counting mechanism may be accessible by the Customer from a Company online administrative portal, or may be obtained from Company customer support.

3. ADDITIONAL TERMS FOR THE LEXIA RAPID ASSESSMENT APPLICATION

Notwithstanding anything to the contrary, the following additional terms shall apply to any Order Form for, license to and/or use of the Lexia® Reading Assessment for Prescriptive Instructional Data Application ("Lexia RAPID Assessment"). The Lexia RAPID Assessment Application is owned by Lexia and/or its third party licensors, inclusive of copyrighted software and materials proprietary to Florida State University Research Foundation, Inc. ("FSU"). By accepting this License and/or using the RAPID Assessment Application, Licensee acknowledges that the FSU is a third party beneficiary to the

terms and conditions herein with respect to the RAPID Assessment Application and Customer's use thereof. Any and all rights in the Lexia RAPID Assessment Application not expressly granted by this License are hereby reserved by Company and/or its third party licensors.

4. INTERNET AND SYSTEMS REQUIREMENTS

Continuous Internet access, connectivity, and certain minimum systems and technical requirements, such as installation of additional third party software (e.g., browser plug-ins), may be required to access and use the Application, which are not provided by Company and are the sole responsibility of Customer. Information regarding minimum systems and technical requirements for the Application may be obtained by Customer from the Company Site or Company customer support.

5. AUTHORIZED USER LOGIN & ENTERPRISE ADMINISTRATOR

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A. User Name and Password. Customer acknowledges that access to the Application by Customer and Authorized Users requires the creation of user accounts for the Application (which may include the selection or designation of a username and password). Customer acknowledges and agrees that Customer is solely responsible for the use and security of user names and passwords. Customer shall take such actions as may be necessary to maintain the confidentiality and security of user names and password information and prevent the unauthorized use of user names and passwords, and shall immediately notify Company in the event of a breach of Customer security. Customer will not save Customer's user name(s) and/or password(s) on a workstation which may be used by multiple users, or permit Authorized Users to do so, as the sharing of user names and/or passwords to allow any other person to use the Application is prohibited.

B. Enterprise Administrator(s). Customer will designate at least one Customer Authorized User to act as Enterprise Administrator for the Application and Customer account. The Enterprise Administrator will be granted administrator privileges for the Customer's account, enabling the Enterprise Administrator to assign, disable, and otherwise administer all other Authorized User access. Customer covenants and agrees that each Enterprise Administrator shall have authority, on behalf of Customer, to perform his or her duties, serve as primary point of contact to, and direct and instruct Company with respect to the Application and service operations provided to Customer and its Authorized Users. Enterprise Administrator and Customer staff information may be used for purposes of communicating to the Customer information relating to Company's business and services (e.g., account activity reminders, best practices, activities to support Application usage and engagement by Authorized Users, downtime notices, products, services or feature notifications, technical and other support services, etc.). If, during the Term of the services under the applicable Order Form, a then-current Enterprise Administrator ceases to be an active employee or agent of Customer or ceases to serve as an Enterprise Administrator, and if there are no remaining Enterprise Administrators, Customer shall promptly appoint another Authorized End User as an Enterprise Administrator. When an Enterprise Administrator accesses the Application administrator portal using his or her password, the Application will provide the Enterprise Administrator with certain administrative capabilities with respect to Customer's use of the Application that other Authorized Users will not have, including the ability to cancel password access and thereby deny access to the Application through use of such password. Using functionality provided within the Application administrator portal and/or with assistance from Company customer

support, Customer agrees that the Enterprise Administrator will promptly deactivate and cancel password access of any Authorized User (including any Enterprise Administrator) who (i) ceases to be employed by Customer, (ii) Customer no longer wishes to have access to the Application, or (iii) Customer knows or reasonably believes is causing or may cause Customer to breach any provision of this Agreement or is in any way mishandling passwords or access. Customer will notify Company at the time an Enterprise Administrator's password access is deactivated or cancelled for any of the reasons specified in clauses (i) through (iii) above.

6. TRANSFER

Customer may not, and may not permit others to, directly or indirectly sell, rent, lease, loan, timeshare, or sublicense all or any part of the Application.

7. LIMITATIONS ON USE

Customer agrees not to, and not to permit others to, directly or indirectly (a) reverse assemble, reverse compile, or otherwise reverse engineer or attempt to access or derive the source code or object code or any associated computer algorithms or models of all or any part of the Application, including but not limited to any methods, algorithms, or models relating to language, literacy or other assessments; (b) copy, modify, translate, alter, change, or collect information that can be used to create derivative works of all or any part of the Application; (c) download, copy, or collect information that could be used to copy all or any part of the Application; or (d) access or use all or any part of the Application for any purpose other than for the educational and/or assessment purposes set forth herein, except as and only to the extent expressly authorized by applicable law notwithstanding this limitation, and/or as expressly authorized in writing by Company. Any such authorization supplied by Company, and any information obtained by Customer through any such authorized use, may only be used by Customer for the purpose expressly authorized by Company and may not be disclosed to any third party or used to create any software or work that is substantially similar to the Application or any component thereof. If the applicable Order Form specifies a maximum number of Authorized Users or concurrent users that may access the Application, Customer agrees not to exceed such maximum number without the prior written approval of Company. Customer agrees, upon request by Company, to exchange its current version of the Application or any component thereof, for an updated version, and to discontinue use of the replaced version.

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8. OWNERSHIP OF INTELLECTUAL PROPERTY

Company reserves all rights in the Application (including all components thereof and materials provided therewith) not expressly granted to Customer in this Agreement. Customer acknowledges and agrees that Company or its third party licensors own all rights, title, and interest in and to the Application (including all software, code, algorithms, models, interfaces, text, photographs, graphics, animation, applets, music, video and audio incorporated therein, and any related user guides, documentation or materials), the Company trademarks, the URLs that incorporate all or any portion of

Company's marks, and other marks owned by Company and/or related to the Application and components thereof, all of which are covered by various protections including, without limitation, copyright, trademark, and trade secrecy law. Customer agrees not to alter, remove, conceal, or otherwise change any trademarks, logos or other marks of Company or its third party licensors contained within the Application. If Customer suggests new features or functionality that Company, in its sole discretion, adopts for the Application, such new features or functionality will be the sole property of Company and any and all claims of Customer as to the same are hereby waived and released. Company reserves the right, in its sole discretion and without incurring any liability to Customer, to update, improve, replace, modify or alter the specifications for and/or functionality of all or any part of the Application from time to time. By using the Application, Customer agrees to automatically receive updates.

9. SUPPORT

Company offers support to customers of the Application in accordance with its published support policies. The hours of support operations and means of accessing Company customer support are provided and available from Company's customer support page on Company's website. Support hours and methods of submitting support requests may vary for certain Company Applications and/or for certain geographic regions or territories. Company reserves the right to change its support policy at any time and provide notice to Customer by updating the policy on Company's support page on its website.

10. LIMITED WARRANTY, DISCLAIMERS, AND LIABILITY LIMITATIONS

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A. LIMITED WARRANTY

1. General: Company represents and warrants to Customer that it will provision and perform the Application and any associated services in a professional and workmanlike manner, conforming in all material respects to industry standards and practices.
2. Hosted Application: Company warrants that the hosted Application will perform substantially in accordance with the descriptions and specifications applicable to such Application for the subscription period (as provided in the applicable Order Form) of the relevant Application license (the "Hosted Application Warranty Period") under normal use. Notwithstanding anything to the contrary, Company makes no representation or warranty with respect to any third party software, and undertakes no obligations with respect to any third party software, and Company makes no representation or warranty of any kind relating to any Customer-provided content, its quality or any use thereof. Company's sole liability and Customer's sole remedy for breach of the foregoing Hosted Application Warranty during the Hosted Application Warranty Period will be, at Company's option, the repair or replacement of the Application, or a refund of the prepaid subscription fees received by Company from Customer for the remaining unused portion of the Application subscription licenses under the applicable Order Form(s) from the date written notice of deficiency was received from the Customer by Company.
3. Headset units: Company warrants that any headset units included under any Order Form will perform substantially in accordance with the descriptions applicable to such unit for thirty (30) days following delivery ("Headset Warranty

Period") under normal use. Except for the foregoing limited warranty, Company provides the headset units "as is," and all other representations and warranties regarding the headset units, express or implied, are hereby disclaimed. Company's sole liability and Customer's sole remedy for breach of the foregoing headset unit warranty will be limited to replacement of the defective headset unit, including, at Company's option, with an alternative headset unit of similar quality and functionality. Defects must be reported within the Headset Warranty Period.

B. DISCLAIMER OF WARRANTIES OTHER THAN AS STATED IN SECTION 10A ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY AND ITS THIRD PARTY LICENSORS MAKE NO OTHER WARRANTIES OR PROMISES, WHETHER EXPRESS OR IMPLIED, OR BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, ABOUT THE APPLICATION, THE EMBEDDED SOFTWARE OR ANY SERVICES PROVIDED HEREUNDER, AND PROVIDE THE APPLICATION AND SUPPORT SERVICES (IF ANY) "AS-IS" WITH ALL FAULTS, AND THE ENTIRE RISK AS TO THE SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFECTS OF SUCH APPLICATION (IF ANY) SHALL BE WITH CUSTOMER. THERE IS NO REPRESENTATION OR WARRANTY HEREIN AGAINST INTERFERENCE WITH CUSTOMER'S ENJOYMENT OR AGAINST INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY AND COMPANY'S THIRD PARTY LICENSORS DISCLAIM ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE APPLICATION AND ANY SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY OR COMPLETENESS OF DATA, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR THAT CUSTOMER'S USE OF THE APPLICATION WILL BE UNINTERUPTED, VIRUS-FREE, OR ERROR-FREE. CUSTOMER ACKNOWLEDGES THAT NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES ARE MADE BY ANY THIRD PARTY LICENSORS HEREIN.

C. CUSTOMER ASSURANCE Customer warrants to Company: (i) that it has all rights, licenses, permissions, and authorities necessary to enter into this Agreement; and (ii) that its provision of Customer Data (as defined herein) to Company and its authorizations and instructions to Company relating to the processing of such Customer Data shall at all times be in compliance with all applicable laws and regulations, including data protection laws and any notice and/or consent requirements.

D. LIMITATIONS OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL COMPANY OR COMPANY'S THIRD PARTY LICENSORS, OR ANY OTHER PERSON OR ENTITY, BE LIABLE TO CUSTOMER OR ANY AUTHORIZED USER FOR (A) ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING REPLACEMENT COSTS AND/OR ANY LOSSES RELATING TO CUSTOMER OR CUSTOMER'S BUSINESS, SUCH AS LOST DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR LOST SAVINGS, EVEN IF COMPANY OR ITS THIRD PARTY LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) ANY CLAIM BY ANY THIRD PARTY. IF CUSTOMER COULD HAVE AVOIDED DAMAGES BY TAKING REASONABLE CARE, NEITHER COMPANY NOR COMPANY'S THIRD PARTY LICENSORS WILL BE LIABLE FOR SUCH LOSSES. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL COMPANY'S TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EXCEED THE CUMULATIVE PAYMENTS RECEIVED BY COMPANY FROM CUSTOMER UNDER THIS AGREEMENT. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, IN SUCH STATES OR JURISDICTIONS, COMPANY'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

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11. TERMINATION AND SURVIVAL

A. Term Subject to the terms hereof, this License Agreement is effective for the term of each Order Form and all Application subscription and service periods thereunder ("Term"). Customer may terminate any Order Form and its rights under this License at any time by providing thirty (30) days prior written notice to Company, *provided however*, that, except in the event of Customer's termination of an Order Form for Company's uncured material breach, Customer will not be entitled to any refund of any license, subscription, service, or other fees set forth in the Order Form, or any portion thereof, unless otherwise expressly agreed by Company in writing in the applicable Order Form. For clarity, except in the event of Company's termination of an order or this License due to material breach by Customer, the term of any individual subscription license acquired under this License shall be as set forth in the applicable accepted Order Form, and the rights in such subscription licenses shall not be transferred from the Customer entity named as the receiving party in the applicable Order Form to any other entity. By accepting this License, Customer authorizes Company to immediately suspend and/or terminate Customer's and/or any Authorized User's rights, without notice, under this License, including access to the Application, if Customer or any Authorized User fails to comply materially with any terms of this License, including the prompt payment of fees set forth in the applicable Order Form. Restrictions imposed by Company for a breach of this License may include, but are not restricted to:

(i) Terminating the IP address of a non-compliant workstation; and

(ii) Terminating account access to the Application.

B. Termination Subject to the terms herein, upon receipt of notice of termination, Customer and any Authorized User shall cease all use of the Application. Company may require Customer to certify in writing that Customer has complied with this requirement. Customer Data (as defined herein) is available for export in reports by Customer's designated Enterprise Administrator(s) at any time during the applicable Application subscription period through self-service tools within the Application administrator portal. Upon termination of this Agreement and all access to the Application and/or service, and/or upon Customer's written request, Company will, unless otherwise legally required, initiate its processes to securely remove, delete and/or otherwise render unreadable or undecipherable Customer Data in its possession within sixty (60) days from the date such written request was received by Company in accordance with Company's then-current data removal protocols; otherwise, Company will remove such Customer Data within a commercially reasonable period of time. Upon completion of such removal and upon written request, Company will provide written confirmation to Customer that such Customer Data has been disposed of in accordance with the foregoing. All terms, provisions, obligations, or restrictions herein that expressly or by their nature are to continue after termination shall survive the termination of this License for any reason, but this sentence shall not imply or create any continued right to use the Application after termination of this License.

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12. CONFIDENTIALITY

1. **Obligations** Subject to any legal obligations on Customer with respect to public/open records requirements, each Party agrees to hold Confidential Information, as defined herein, of the other Party in confidence, and not use or disclose it to an unauthorized third party as long as the information is confidential. The receiving party will protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of Confidential Information as the receiving Party uses to protect its own Confidential Information of like nature. "Confidential Information" means any proprietary information exchanged between the Parties, which is (i) marked "confidential" or "proprietary" at the time of disclosure by the disclosing Party; or (ii) by its nature or content is reasonably distinguishable as confidential or proprietary to the disclosing Party, and includes, without limitation, information regarding a Party's technology, designs, techniques,

research, know-how, current or future products or business plans, pricing, customers, employee information, data, policies or practices, and other business and technical information, and shall include, to the extent permitted under applicable law, the terms and conditions of this Agreement or of any Order Form and the pricing provisions thereof. The receiving Party may disclose the Confidential Information to its employees, agents, contractors, and legal or financial advisers only as necessary and in relation to the performance of such Party's obligations with respect to this Agreement, and provided such parties have executed written nondisclosure commitments protecting the Confidential Information consistent with the terms and obligations under this Agreement, or as may be required under regulatory requirements.

2. **Exclusions** Confidential Information will not include information that (a) is made generally available in the public domain prior to time of disclosure; (b) is or becomes publicly available through no act or omission by the receiving Party; (c) was already in the receiving Party's possession without restriction before receipt from the disclosing Party and was not subject to a duty of confidentiality; (d) is rightfully disclosed to the receiving Party by a third party without confidentiality restrictions; or (e) that the receiving Party independently developed without use of or reference to Confidential Information. The receiving Party may disclose the disclosing Party's Confidential Information as required by law or court order provided: (i) the receiving Party reasonably notifies the disclosing Party in writing of the requirement for disclosure, unless such notice is prohibited by law; and (ii) discloses only that portion of the Confidential Information legally required.

13. DATA COLLECTION, PROCESSING, PRIVACY & SECURITY

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The Parties understand and agree that use of the Application and associated services involves the receipt, processing, review, and analysis by Company of personally identifiable information of Customer's Authorized Users ("Customer Data"). As between the Parties, Customer Data is, and remains, the property of Customer as controller of the Customer Data, and Company acts as service provider and processor of the Customer Data under this Agreement.

Company confirms that it will use Customer Data solely to enable Company to provision and support its Applications and associated services and operations, to fulfill its obligations to Customer under and in accordance with this Agreement, and as provided under applicable law.

Company covenants and agrees that it has and will at all times during the Term of this Agreement and while Company is in possession of Customer Data, maintain an information security program that includes reasonable and appropriate administrative, technical, physical, organizational and operational safeguards, and other security measures designed to safeguard Customer Data while in Company's systems from unauthorized access, loss, misuse and/or alteration, consistent with standards in the educational technology service provider industry and the requirements of applicable law. Company agrees that it will restrict access to Customer Data to Company employees and authorized agents and providers who require access to such information to enable Company to provision and support its Applications and services to its customers, and who are under contractual obligations of confidentiality to Company. Company shall at all times be fully responsible to Customer under this Agreement for Company employees, authorized agents, and providers.

If Customer is a U.S. school, U.S. school district, or U.S. state or federal agency, and Customer Data includes personally identifiable information about a student protected under the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. § 1232g et seq.) or other applicable state student educational records privacy law ("FERPA Protected Data"), Company covenants and agrees that shall use and process such FERPA Protected Data in compliance with FERPA and such applicable state student records privacy law. Customer agrees that Company shall be considered a "School Official" for its institution for purposes of the performance of services under this Agreement in accordance with FERPA,

and Company shall provide reasonable assistance to Customer with respect to Customer's compliance obligations thereunder. In addition to any other terms entered into between Customer and Company with respect to Company's handling of Customer Data including FERPA Protected Data, Company shall process such Customer Data in accordance with Company's Application Privacy Policy, and Student Records Privacy Statement & Security Plan (http://www.lexialearning.com/privacy/student-records-privacy-statement-security-plan).

If Customer and its Authorized Users are located in countries outside the U.S., including but not limited to Customers and Authorized Users from the European Economic Area and/or its member states, United Kingdom and/or Switzerland, and as required or acceptable to satisfy cross-border transfer and processing obligations under applicable law, Company's processing of Customer's Personal Data shall also be governed by the Company's International Data Transfer & Processing Addendum (http://www.lexialearning.com/I-DPA), the terms of which are fully incorporate and made part hereof by this reference.

If an Authorized User (that is not the Customer Enterprise Administrator), or if a parent, legal guardian, or student contacts Company with a request to review, modify, export, or delete Customer Data, or if an agency, court, law enforcement or other entity requests access to Customer Data, Company will (unless prohibited by writ or compulsory legal process) promptly direct the requesting individual or entity to contact the Customer, and/or notify Customer of the request, and thereafter, Company will use reasonable and good faith efforts to assist Customer in fulfilling any such requests, as directed by the Customer.

Notwithstanding the foregoing or anything to the contrary, the Parties acknowledge and agree that, consistent with applicable law, Company may collect, use, analyze, and retain data generated through the use by Customer and Authorized Users of the Application and services from which all personally identifiable information and individually identifying attributes have been removed ("De-identified Data") for benchmarking, development of best practices, improvement or development of Company's educational products and services, and/or for educational research and statistical purposes, without reimbursement to or prior notice or authorization from Customer. Company agrees that it will not use or publish materials utilizing such De-identified Data in any way that identifies Customer or any Authorized User as the source of that data without the prior written consent of Customer or Authorized User. Company shall in no event attempt to re-identify De-identified Data or authorize others to do so.

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14. FEES AND PAYMENTS

Customer agrees to pay Company the fees for the Application and services as set forth on the applicable Order Form. Unless otherwise expressly agreed in writing, Company shall invoice Customer for the total amount stated on each Order Form. Unless otherwise specified in the Order Form, all invoiced amounts shall be due and payable within thirty (30) days of date of invoice. Payments due hereunder shall be made by Customer without any deduction, setoff or bank charges, to Company at the banking institution in the United States designated by Company in U.S. dollars, unless otherwise mutually agreed and expressly set forth in the applicable Order Form. Except as expressly provided herein, all payments made by Customer are non-refundable. Unless expressly prohibited under applicable law, overdue payments (other than amounts that are the subject of a legitimate dispute) shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum allowable interest under applicable law from the due date until paid, and Customer shall pay Company's costs of collection, including Company's reasonable attorneys' fees and court costs. The amounts due to Company as set forth in the applicable Order Form do not include, and Customer shall be solely responsible for payment

of, any sales, use, property, value-added or other taxes (including any amounts to be withheld for the purpose of paying the foregoing) relating to, resulting from or based on Customer's purchase and/or use of the Application. If Company is required to pay any of the foregoing taxes, then such taxes shall be billed to and promptly paid by Customer.

Reseller Orders. If Customer has procured licenses to access the Applications or any Services through a Company-authorized distributor or reseller ("Reseller"), then different terms regarding invoicing, payment and taxes may apply as specified between Customer and its Reseller. Customer acknowledges that: (a) Company may share information with the Reseller related to Customer's use and consumption of the subscriptions and Services for account management, support and billing purposes; (b) the terms and provisions of this License and incorporated policies, exhibits or addenda, apply between Customer and Company; and (c) Reseller is not authorized to make any changes to this License or otherwise authorized to make any warranties, representations, promises or commitments on behalf of Company or in any way concerning the Application or Company Services.

15. GOVERNING LAW AND FORUM

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A. Governing Law This License and each Order Form will be governed in all respects, by and construed in accordance with the laws of the Commonwealth of Virginia, USA, without reference to its principles relating to conflicts of law, and each Party agrees that any action arising out of or related to this License must be brought exclusively in a U.S. state or Federal court in the Commonwealth of Virginia, *provided however*, that if Customer is a U.S. public school or school district, or an agency or department of the U.S. federal or any state government, then any claims or disputes between the Parties related to this License shall be governed by the laws of the state identified in Customer's address as set forth in the applicable Order Form, and all actions shall be brought in the appropriate state or federal courts located in such state.

B. Notwithstanding Section 15A above, if the Company address specified on the Order Form is in Canada, this Agreement shall be governed by and construed in accordance with the law of the Province of Ontario and the federal laws of Canada applicable thereto, excluding those provisions relating to conflicts of laws. The Parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario or the Federal Court of Canada sitting in that province.

C. Exclusion This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

D. Injunctive Relief Notwithstanding the above, Company shall have the right to commence and prosecute any legal or equitable action or proceeding before any court of competent jurisdiction to obtain injunctive or other relief against Customer in the event that, in the opinion of Company, such action is necessary or desirable.

16. ENTIRE AGREEMENT, TRANSLATION, ASSIGNMENT

A. Entire Agreement. Except as expressly provided herein, this License constitutes the entire agreement between the Parties with respect to the use of the Application by Customer and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License, or action, or delay, will be binding upon Company unless in writing and signed by Company.

B. Language. In the event of a dispute between the English and any translated version, the English version of this License and the applicable Order Form shall prevail. *It is the express wish of the Parties that this agreement, as well as all correspondence and documents relating to this agreement, be written in English. The following is a French translation of the preceding sentence: Il est de la volonté expresse des parties que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en langue anglaise.*

C. Assignment. Neither Party may assign or transfer this License and/or any rights or obligations hereunder, in whole or in part, to another Party at any time without the prior consent of the other Party; provided, however, that, unless otherwise expressly required under applicable law, prior consent shall not be required for an assignment by Company to an affiliate and/or in connection with a name change, merger, acquisition, reorganization or transfer of all or substantially all of its stock, assets or business.

17. SEVERABILITY

All provisions of this License apply to the maximum extent permitted by applicable law. If any part of this License is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this License will continue in effect.

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18. EXPORT

Customer acknowledges that the Application is subject to U.S. export jurisdiction. Customer agrees to comply with all applicable international and national laws that apply to the Application, including the U.S. Export Administration Regulations and Office of Foreign Assets Control Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

19. FORCE MAJEURE

No failure or omission by either Party to carry out or observe any of the terms and conditions of this License (other than payment obligations) shall give rise to any claim against such Party or be deemed a breach of this License if such failure or omission arises from an act of God or any other force majeure, an act of any government, or any other cause beyond the reasonable control of the affected Party.

20. WAIVER

Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this License shall not be deemed a waiver of that term, covenant, or condition or of any other term, covenant, or condition of this License. Any waiver of relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

21. THIRD PARTY RIGHTS

Except as expressly set forth herein, nothing in this License shall be construed as giving any person or entity, other than the Parties hereto and their successors and permitted assigns, any right, remedy, or claim under or in respect of this License or any provision hereof.

22. U.S. GOVERNMENT RIGHTS

If Customer is a U.S. government entity, Customer acknowledges that elements of the Company Application constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. § 2.101, and are being licensed to U.S. government end users as commercial computer software subject to the restricted rights described in 48 C.F.R. §§ 2.101, 12.212.

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23. NOTICES

Notices, requests, or other communications hereunder shall be in writing, addressed to the Parties at the addresses set forth in the Order Form and/or in the case of Customer, to the Customer Enterprise Administrator. Notices mailed by registered or certified mail shall be conclusively deemed to have been received by the addressee on the fifth (5^{th}) business day following the mailing of sending thereof. If either Party wishes to alter the address to which communications to it are sent, it may do so by providing the new address, in writing, to the other Party.

updated March 3, 2021







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SOLUTIONS (/SOLUTIONS)

- Personalized Learning (/solutions/personalized-learning)
- College Readiness (/solutions/college-and-career-readiness)
- English Learners (/solutions/english-learners)
- RTI and MTSS (/solutions/rti-mtss)
- Growth Mindset (/solutions/growth-mindset)
- Academic Language (/solutions/academic-language)

WHY LEXIA (/WHY-LEXIA)

- Personalized Learning (/why-lexia/personalized-learning-model)
- Rigorous Pedagogy (/why-lexia/rigorous-pedagogy)
- Mobile Technology (/why-lexia/mobile)
- Lexia in Your State (/why-lexia/lexia-in-your-state)
- Awards (/why-lexia/awards)

RESEARCH (/WHY-LEXIA/RESEARCH-PROVEN)

- Evidence for ESSA (/lexia-programs-receive-strong-rating-evidence-essa)
- Validity Research (/research-type/validity-research)
- Research Briefs (/research-type/research-briefs)
- Research Spotlights (/research-type/research-spotlight)
- Product Analyses (/research-type/product-analyses)
- External Reviews (/research-type/external-reviews)
- Published Research (/research-type/published-research)
- Research Presentations (/Lexia-research-presentations)

CUSTOMER SUCCESS (/CUSTOMER-SUCCESS)

RESOURCES (/RESOURCES)

COMPANY (/COMPANY-HISTORY)

- Implementation Services (/customer-success/success-partnerships)
- Lexia Academy (/customer-success/lexia-academy)
- Case Studies (/success-stories/case-studies)
- Testimonials (/success-stories/testimonials)
- Snapshots to Success (/success-stories/snapshots-success)
- Lexia Product Status (http://status.lexialearning.com)
- Remote Learning (/customer-resources/supporting-educators-and-families-with-remote-student-learning)

- White Papers (/resources/white-papers)
- Webinars (/resources/webinars)
- Infographics (/tags/tag-2)
- Podcasts (/resources/podcasts)
- Research (/resources/research)
- Pedagogy Papers (/resources/pedagogy-papers)
- Press Releases (/resources/press-releases)

- About (/about)
- FAQ (/faq)
- Contact (/talk-to-us-contact-lexia)
- Careers (/about/careers)
- Offices (/about/offices)
- Do Not Sell My Personal Information (/california-do-not-sell-my-personal-information-page)
- Privacy Policy (/website-privacy-policy)
- Terms of Use (/lexia-website-properties-terms-of-use)



Contact Lexia Sales (https://www.lexialearning.com/go/talk-to-us)

For quotes, product information and more

CONTACT SALES (/GO/TALK-TO-US)



Contact Lexia Support (https://help.lexialearning.com/s/contact)

For product help and technical assistance

CONTACT SUPPORT (HTTPS://HELP.LEXIALEARNING.COM/S/CONTACT)

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a cambium company

June 3, 2021 - Regular School Board Meeting

Title
C9 - Advanced Medical Personnel Services 20-21

Description
The School Board of Clay County is required to provide speech-language services to eligible ESE students by a fully credentialed speech-language pathologist. The contracted services will include, but are not limited to, Child Find activities, evaluations, therapy, IEP development and implementation, and consultations.

Gap Analysis
The speech-language services are required for eligible ESE students based upon their Individual Education Plan (IEP), Speech-Language Pathologists require specialty training and there is a national shortage of qualified providers. School Districts must contract with private providers so the district is able to meet the IDEA requirements of a free, appropriate public education (FAPE) for all students with disabilities.

Previous Outcomes
The district has contracted with Advanced Medical Personnel Services (formerly Advanced School Staffing) since 2015. Advanced Medical Personnel Services has provided high-quality speech-language pathologists to meet the IEP requirements for each student.

Expected Outcomes
Successful outcomes will allow for implementation of IEP obligations for students with disabilities. The contracted services will include but are not limited to, Child Find activities, evaluations, therapy, IEP development and implementation, and consultations.

Strategic Plan Goal
Goal 1: Develop Great Educators and Leaders
Strategy 1.3: Prepare all students to be full option graduates who are prepared for college, eligible to enlist in military services, or able to compete in the workforce. Services are required under the Individuals with Disabilities Education Act (IDEA).

Recommendation
That the Clay County School Board approve the Advanced Medical Personnel Services contract for 2020-2021

Contact
Roger Dailey, Chief Academic Officer, 904.336.6904 roger.dailey@myoneclay.net

Financial Impact
The projected cost of implementing this contractual agreement is approximately $998,000.00
Funding source: 0100.5200310.9005.1819

Review Comments

Attachments
210110 Advanced Medical Psnl.pdf

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FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 210110
Number Assigned by Purchasing Dept.

CONTRACT REVIEW

BOARD MEETING DATE: 6-3-21

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED

☐ Must Have Board Approval over $100,000.00

Date Submitted: 4/20/21

Name of Contract Initiator: Melanie Sanders Telephone #: 336-6866

School/Dept Submitting Contract: CO/ESE Cost Center # 9005

Vendor Name: Advanced Medical Personnel Services

Contract Title: Independent Contractor Services Agreement

Contract Type: New ☐ Renewal ■ Amendment ☐ Extension ☐ Previous Year Contract # 200058

Contract Term: 8/6/2020 - 5/28/2021 Renewal Option(s):

Contract Cost: $998,000.00

■ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line # 0100.5200.0310.9005.1819

Funding Source: Budget Line # _____

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (*when applicable*):

RECEIVED
APR 21 2021
PURCHASING

_____ Completed Contract Review Form

_____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

_____ SIGNED Addendum A (if not an SBAO Template Contract)*

This Statement MUST BE included in the body of the Contract:
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

_____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.
Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).
Workers' Compensation = $100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

_____ State of Florida Workers Comp Exemption (https://apps.fldfs.com/bocexempt/) (If Applicable)

_____ COVID-19 Waiver (If Applicable)

_____ Release and Hold Harmless (If Applicable)

RECEIVED 4/27/2021

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****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department BTB Review Date 4/22/2021	Professional Services, Same as Previous year. Contract Must be in Place before Services Start! Recommend Typing Board Signature block. DONE Use New Agreement in the future.
School Board Attorney JB Review Date 4/28/21	Agree
Other Dept. as Necessary Review Date	
PENDING STATUS: ☐YES ☐NO	**IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**
FINAL STATUS	☑ APPROVED DATE: 4.29.21

CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o _____ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of $100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than $100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of $50,000 or more, but less than $100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of $25,000 or more, but less than $50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than $25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or $50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:
Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:
Initiator submits Contract Review Package direct to SBAO - See Step 4



Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department.
Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator.

Purchasing will log "District" Contracts (Cost/No Cost) on Contract Review Log and save copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.
Email: contractreview@myoneclay.net
The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.

If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the School Board Attorney's Office ("SBAO") webpage or call 904-336-6507
For assistance with insurance-related matters, please visit the Business Affairs - Risk Management webpage or call 904-336-6745
For assistance with District Purchasing, please visit the Business Affairs - Purchasing webpage or call 904-336-6736

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SCHOOL BOARD OF CLAY COUNTY, FLORIDA
INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Agreement ("Agreement") is entered into by and between ***ADVANCED MEDICAL PERSONNEL SERVICES*** ("Contractor"), and the School Board of Clay County, Florida ("Board" or "District"), collectively referred to hereinafter as "the Parties," which Agreement shall become effective on the date it is fully executed by the Parties.

WHEREAS, the District is engaged in the activity of providing educational opportunities to children; and

WHEREAS, Contractor has experience, skill, and expertise in delivering the services and/or products described in this Agreement; and

WHEREAS, the District desires to engage the services of Contractor, the Parties agree as follows:

1. Contractor shall timely perform and deliver to the District services which include: ***See Exhibit 1***.

2. In exchange, Contractor shall be compensated by the District as follows:

$70.00 PER HOUR

Invoicing and payment obligations and procedures shall comply with and be governed by section 218.70, et seq., Florida Statutes ("Prompt Payment Act").

3. The term of this Agreement commences as of the date upon which it is fully executed and shall terminate on ***May 28, 2021*** unless earlier terminated as set forth below.

4. Upon thirty (30) days' notice to Contractor, the District may terminate this Agreement at its convenience and without cause. However, the District may immediately terminate this Agreement without penalty upon: (a) Contractor's violation of any federal,

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state, or local law, regulation, or rule; (b) neglect of any duty owed to the School by Contractor, including, but not limited to any unauthorized absence from any scheduled event; (c) Contractor's inability or disqualification to perform its obligations to the School; or (d) incompetence or unprofessional conduct by or on behalf of Contractor.

5. Contractor shall perform such services in a manner customarily performed by one having special expertise in the same or substantially similar position, and such other related services as may be requested by the District during the term of this Agreement.

6. The means by which the services called for under this Agreement are performed shall be determined by the Contractor, but such means must satisfy the schedules, deadlines, and objectives established by the District.

7. Contractor shall at all times comply with state law, federal law, and School Board Policies during the performance of this Agreement. Any violation of this term will result in the immediate termination of the Agreement with no penalty to the District.

8. Contractor understands that this Agreement does not form an employer-employee or agency relationship with the District. Contractor is not authorized to enter into agreements on behalf of the District, or to order or purchase goods or services or to otherwise purport to contractually bind or legally obligate the District in any way.

9. Contractor understands that no federal or state taxes are being withheld from compensation under this Agreement, and Contractor has the responsibility to pay any and all taxes, fees, and other payments imposed by any applicable laws, regulations, or rules. Contractor shall indemnify and hold harmless the District for any failure to satisfy such liabilities.

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10. As a condition precedent to this Agreement, Contractor shall present the District with a Certificate of Insurance ("COI") which must provide for the following policies of insurance/coverages at the minimum amounts shown:

1. General Liability Policy:
   $1,000,000.00 per occurrence
   $2,000,000.00 aggregate

2. Auto Liability Policy:
   $1,000,000.00 combined single limit
   $5,000,000.00 (if charter or common carrier)

3. Worker's Compensation Policy:
   $100,000.00

Note: If the Contractor is exempt from Worker's Compensation insurance obligations, the Contractor must sign the *Worker's Compensation Acknowledgment Form* attached hereto as ***Exhibit A*.**

Each insurance policy shall be obtained from an insurance carrier rated as "A-" or better, under a policy approved for use in the State of Florida. Each Certificate of Insurance shall name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the School Board to thirty (30) days' notice of cancellation of such policy or any of the coverages provided by it.

11. By entering into this Agreement, Contractor acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the School Board, Contractor shall indemnify, defend, and hold harmless the School Board, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor, its employees, or agents relating to the performance of duties imposed upon Contractor by this Agreement. Such indemnity shall

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not be limited by benefits payable by or for Contractor under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the District written notice of any claim, complaint, or demand asserted against Contractor related to the performance of this Agreement. Contractor's obligations under this section shall survive the termination of this Agreement.

12. Contractor represents and warrants to the District that Contractor is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor covenants to comply with all requirements of the above-cited statutes at Contactor's sole expense and shall provide the District proof of such compliance upon request. Contractor's indemnification obligations to the District extend to and include any liabilities, injury, or damages resulting from Contractor's failure to comply with the requirements of this paragraph.

13. Contractor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of duties under this Agreement. Accordingly, in addition to all other Public Records obligations, Contractor shall:

a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.

b. Provide to the District, upon its request and free of charge, a copy of each record which Contractor seeks to produce in response to a public records request.

c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.

d. Upon completion of its obligations under the Agreement, transfer to the District, at no cost, all Agreement Data in Contractor's possession or otherwise keep and maintain such data/records as required by law.

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All records transmitted to the District must be provided in a format that is compatible with the District's information technology systems. Contractor's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in immediate termination by the District without penalty.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

14. Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have sole and exclusive jurisdiction to enforce the terms of this Agreement and to adjudicate disputes arising from this Agreement.

16. To the extent that the District is using federal funds as a source of payment for this Agreement, Contractor shall execute and deliver to the District the following forms: (a) Regulatory Compliance Statement; (b) Certification Regarding Non-Discrimination; (c) Certification Regarding Lobbying; (d) Certification Regarding Debarment, Suspension,

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Ineligibility and Voluntary Exclusion; (e) Certification Regarding Drug-Free Workplace Requirements; and (f) Non-Collusion Affidavit.

IN WITNESS WHEREOF, the Parties, by and through execution of this Agreement by their authorized representative below, concur with and bind themselves to all terms and conditions of this Agreement.

AS TO CONTRACTOR:

Patrick O'Connor
(Printed Name)

Patrick O'Connor
(Signature)

Division Vice President - Client Sales
(Title)

10/13/2020 3:40 PM EDT
(Date)

11001 W 120th Ave, Suite 310

Broomfield, CO 80021
(Address)

845-242-1137 patrick.oconnor@amnhealthcare.com
(Phone number and e-mail)

AS TO BOARD/DISTRICT:

Mary Bolla
(Printed Name)

(Signature)

Chairman of the Board
(Title)

(Date)

900 Walnut Street

Green Cove Springs, FL 32043
(Address)

904-336-6501 / mary.bolla@myoneclay.net
(Phone number and e-mail)

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EXHIBIT A

INDEPENDENT CONTRACTOR
WORKERS COMPENSATION ACKNOWLEDGEMENT

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.

2. Contractor maintains a separate business with its own work equipment, material, and accommodations.

3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.

4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.

5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.

6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.

7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.

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8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.

9. Contactor had an opportunity to review and consult with legal counsel regarding this document.

10. Contactor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

Name of Contractor/Vendor: Patrick O'Connor

Signature of Authorized Representative: Patrick O'Connor

Printed Name of Authorized Representative: Patrick O'Connor

Title of Authorized Representative: Division Vice President - Client Sales

Date: 10/13/2020 | 3:40 PM EDT

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Contractor's Responsibilities and Duties Include:

1. Complete appropriate screening and/or evaluation of students referred to or being considered for dismissal from the Speech & Language Program, as authorized by the Director of Exceptional Student Education or designee.
2. Attend ESE staffing regarding SLP as assigned by Director of Exceptional Student Education or designee.
3. Maintain and review IEPs for students staffed into the SLP Program. Develop IEPs for new students as assigned by the Director of Exceptional Student Education.
4. Provide therapy, classroom and/or home program and alternatives for students placed in the SLP program.
5. Provide consultation to parents, teachers and administrators in the area of SLP, as assigned by the Director of Exceptional Student Education or designee.
6. Complete all paperwork necessary for Medicaid claims and reimbursement.

Contractor shall be required to furnish at no cost to the School Board of Clay County the following:

1. All transportation and travel.
2. Any salary paid to a SLP providing services under this contract.
3. Evidence of the evaluation of the quality of screening, evaluation and therapy provided shall be available to the Director of Exceptional Student Education, upon request.
4. Use of SLPs' license for Medicaid filings and reimbursements.

Location(s) of Delivery of Services

1. On campuses of Clay County Schools, and private schools, as assigned by the Director of Exceptional Student Education and/or In the homes of students registered in Clay County Schools authorized by the Director of Exceptional Student Education to receive SLP on a homebound basis.

Clause: Contractor shall maintain a log, reporting the time spent in the performances of authorized services rendered. This log, along with a monthly statement of services rendered by the Contractor shall be signed by the principals(s) of the school(s) to which the SLP is assigned and shall be submitted to the School Board for payment each month.

Clause: Contractor shall provide services consistent with the highest degree of professional care in compliance with all requirements imposed by the Florida State Department of Education and any other applicable regulatory agency.

Clause: Contractor shall comply with all policies and procedures established by the School Board of Clay County relevant to:

A. Priorities of service
B. Communication procedures
C. Referral, screening, evaluation, staffing, scheduling, and dismissals
D. Record keeping and reporting
E. Confidentiality
F. Development, maintenance, review of the required Individual Educational Plan

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Clause: All services rendered by Contractor shall be preauthorized by the School Board of Clay County's Director of Exceptional Student Education or his designee, in keeping with State and Federal Statutes.

SCHEDULE A

I. Screening:

Under this agreement, The Contractor's screening activity is contingent upon receipt of referral, including parental permission in writing. Screening is defined as a process of surveying large numbers of individuals in order to identify those having problems previously undetected. Screening may include, but is not limited to, the following areas:

A. Review of written information, i.e., files, charts, observations from school
B. Direct observation, i.e., classroom
C. Activity performance

Students to be screened by the Contractor shall be referred to the Contractor by the School Board's Director of Exceptional Student Education or designee.

II. Evaluation

Evaluation for the purpose of determining the need for SLP services shall include all areas and instruments specified in the School Board of Clay County's Special Programs and Procedures for Exceptional Students. Evaluations may be undertaken only after parental permission has been obtained and only upon authorization from the School Board of Clay County's, Director of Exceptional Student Education or designee.

III. Placement and Therapy

A. Decisions regarding placement, purposes of therapy, and amount of therapy needed shall be made based on guidelines included in the School Board of Clay County's Special Programs and Procedures for Exceptional Students.
B. All placements and therapy schedules shall be preauthorized by the Director of Exceptional Student Education, Clay County School Board or designee.
C. Prior to initiation of therapy the SLP shall be available, if assigned, for staffing and for development of the IEP. In some cases, students may have to be provide therapy.

Administrative:

Administrative functions include, but are not limited to, the following:

1. Establishment of policies and procedures to include such items as:
   a. Priorities for service
   b. Communication procedures
   c. Record Keeping
   d. Methodology for maintaining confidentiality
   e. Methodology for initiating and terminating service,

2. Supervising School Board support personnel
3. Provision of Inservice education for other disciplines

Signature of Authorized Representative: Patrick O'Connor Date: 10/13/2020 3:40 PM EI

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MANDATORY CERTIFICATIONS: CONTRACTS SUPPORTED BY FEDERAL FUNDS

The purpose of this document is to ensure Contractor compliance with local, state, and federal regulations which apply to Contractor agreements whereby The School Board of Clay County, Florida ("School Board")/Clay County District Schools ("CCDS") provides payment from federal funding sources. By signing the following certifications and statements, the Contractor affirms its/his/her compliance with such regulations (as described below) throughout the term of an agreement with the School Board.

REGULATORY COMPLIANCE STATEMENT

1. The Contractor agrees to allow CCDS, a federal granting agency, the Comptroller General of the United States or Florida, or any of their duly authorized representatives reasonable access to Contractor's books, documents, papers, and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.

2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.

3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow CCDS to sustain the cost (if applicable).

5. The Contractor agrees to properly complete and submit to CCDS a federal debarment certification form for each renewal year of the Contract, if renewals apply.

6. The Contractor agrees to properly complete and submit to CCDS a non-collusion affidavit.

7. The Contractor agrees to properly complete and submit to CCDS a federal drug free workplace certification form.

8. The Contractor agrees CCDS may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees CCDS may seek remedies for damages, if applicable.

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9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

PUBLIC ENTITY CRIME BAR: A PERSON OR AFFILIATE WHO HAS BEEN PLACED ON THE CONVICTED VENDOR LIST FOLLOWING A CONVICTION FOR A PUBLIC ENTITY CRIME MAY NOT SUBMIT A PROPOSAL ON A CONTRACT TO PROVIDE ANY GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A PROPOSAL ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT PROPOSALS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT BE AWARDED OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER A CONTRACT WITH A PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FOR CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST.

DISCRIMINATORY VENDOR BAR: AN ENTITY OR AFFILIATE WHO HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST MAY NOT SUBMIT A BID ON A CONTRACT TO PROVIDE GOODS OR SERVICES TO A PUBLIC ENTITY, MAY NOT SUBMIT A BID ON A CONTRACT WITH A PUBLIC ENTITY FOR THE CONSTRUCTION OR REPAIR OF A PUBLIC BUILDING OR PUBLIC WORK, MAY NOT SUBMIT BIDS ON LEASES OF REAL PROPERTY TO A PUBLIC ENTITY, MAY NOT AWARD OR PERFORM WORK AS A CONTRACTOR, SUPPLIER, SUBCONTRACTOR, OR CONSULTANT UNDER CONTRACT WITH ANY PUBLIC ENTITY, AND MAY NOT TRANSACT BUSINESS WITH ANY PUBLIC ENTITY.

THE FOREGOING IS ACKNOWLEDGED AND AGREED TO BY THE CONTRACTOR.

CONTRACTOR NAME: AMN Healthcare, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Patrick O'Connor	DocuSigned by: Patrick O'Connor
(Printed Name)	(Signature) 1D9932745424...
DVP, Client Sales	4/19/2021
(Title)	(Date)

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DocuSign Envelope ID: C10D7031-414F-4050-A1C2-36C54C56C038

CERTIFICATION REGARDING NON-DISCRIMINATION

THE UNDERSIGNED ASSURES THAT IT SHALL COMPLY WITH:

A. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED, 42 U.S.C. 2000d ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, COLOR, OR NATIONAL ORIGIN.

B. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED, 20 U.S.C. 794, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF HANDICAP.

C. TITLE IV OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED, 20 U.S.C. 1681 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF SEX.

D. THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED, 42 U.S.C. 6101 ET SEQ., WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF AGE.

E. SECTION 654 OF THE OMNIBUS BUDGET RECONCILIATION ACT OF 1981, AS AMENDED, 42 U.S.C. 9849, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF RACE, CREED, COLOR, NATIONAL ORIGIN, SEX, HANDICAP, POLITICAL AFFILIATION OR BELIEFS.

F. THE AMERICANS WITH DISABILITIES ACT OF 1990, P.L. 101-336, WHICH PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY AND REQUIRES REASONABLE ACCOMMODATION FOR PERSON WITH DISABILITIES.

G. ALL REGULATIONS, GUIDELINES, AND STANDARDS AS ARE NOW OR MAY BE LAWFULLY ADOPTED UNDER THE ABOVE STATUTES.

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THE VENDOR AGREES THAT ITS GOOD FAITH PROVISION OF THIS ASSURANCE AND CERTIFICATION CONSTITUTES A CONDITION PRECEDENT TO RECEIVING PAYMENT UNDER THIS CONTRACT/PURCHASE ORDER AND THAT IT IS BINDING UPON THE VENDOR FOR THE PERIOD DURING WHICH SERVICES/PRODUCTS ARE PROVIDED.

CONTRACTOR NAME: AMN Healthcare, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Patrick O'Connor	DocuSigned by: Patrick O'Connor 0767D0B32745424...
(Printed Name)	(Signature)
DVP, Client Sales	4/19/2021
(Title)	(Date)

DocuSign Envelope ID: C10D7031-414F-4050-A1C2-36C54C56C038

CERTIFICATION REGARDING LOBBYING

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

1. NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN OR COOPERATIVE AGREEMENT.

2. IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR SHALL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

3. THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUB-AWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUB-GRANTS AND CONTRACT UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUB-RECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT UPON WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO CIVIL PENALTY FOR EACH SUCH FAILURE.

CONTRACTOR NAME: AMN Healthcare, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Patrick O'Connor
(Printed Name)

DocuSigned by:
Patrick O'Connor
(Signature)

DVP, Client Sales
(Title)

4/19/2021
(Date)

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DocuSign Envelope ID: C10D7031-414F-4050-A1C2-36C54C56C038

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

AS REQUIRED BY EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, AND IMPLEMENTED AT 34 CFR PART 85, FOR PROSPECTIVE PARTICIPANTS IN PRIMARY COVERED TRANSACTIONS, AS DEFINED AT 34 CFR PART 85, SECTION 95.105 AND 85.110, THE BIDDER/CONTRACTOR CERTIFIES THAT IT AND ITS PRINCIPALS:

A. ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;

B. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID BEEN CONVICTED OF OR HAD CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING OR ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION: VIOLATION OF FEDERAL OR STATE ANTITRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;

C. ARE NOT PRESENTLY INDICATED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF PAYING FEDERAL FUNDS OR SHALL PAY FEDERAL FUNDS BY OR ON BEHALF OF THE UNDERSIGNED TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE MAKING OF ANY FEDERAL GRANT, THE ENTERING INTO ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT OR MODIFICATION OF ANY FEDERAL GRANT OR COOPERATIVE AGREEMENT; AND

D. HAVE NOT WITHIN A THREE YEAR PERIOD PRECEDING THIS INVITATION TO BID HAD ONE OR MORE PUBLIC TRANSACTION (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

AS A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY OR INDIVIDUAL SUBMITTING THIS CONTRACT OR BID PACKAGE OR RESPONSE TO RFP, I HEREBY CERTIFY THAT SAID COMPANY OR INDIVIDUAL FULLY COMPLIES WITH THE CONDITIONS AND REQUIREMENTS HEREIN STATED.

CONTRACTOR NAME: AMN Healthcare, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Patrick O'Connor	DocuSigned by: Patrick O'Connor
(Printed Name)	(Signature)
DVP, Client Sales	4/19/2021
(Title)	(Date)

DRAFT

DocuSign Envelope ID: C10D7031-414F-4050-A1C2-36C54C56C038

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Fla. Stat., as follows:

IDENTICAL TIE BIDS – A bid or contract received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors has a drug-free workplace program. To obtain such preference, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction or plea of guilty or no contest to any violation of Chapter 893 or of any controlled substance laws of the United States or the State of Florida, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: AMN Healthcare, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Patrick O'Connor	DocuSigned by: Patrick O'Connor
(Printed Name)	(Signature)
DVP, Client Sales	4/19/2021
(Title)	(Date)

DRAFT

DocuSign Envelope ID: C10D7031-414F-4050-A1C2-36C54C56C038

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF CLAY)

My name is (*INSERT NAME* Patrick O'Connor). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

(1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

(2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) (*INSERT NAME OF COMPANY* AMN Healthcare, Inc.) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (*INSERT NAME OF COMPANY* AMN Healthcare, Inc.) understands and acknowledges that the above representations are material and important, and will be relied on by the School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein stated shall be treated as intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: AMN Healthcare, Inc.

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Patrick O'Connor	DocuSigned by: Patrick O'Connor
(Printed Name)	(Signature) [illegible]2745424...
DVP, Client Sales	4/19/2021
(Title)	(Date)

Mandatory Certifications, May 2018, SBAO (web)

DRAFT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/20/2021

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
MARSH RISK & INSURANCE SERVICES
FOUR EMBARCADERO CENTER, SUITE 1100
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94111

CN103083106-Stnd-GPL-21-22

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B : N/A	N/A
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
AMN Healthcare, Inc.
12400 High Bluff Drive
San Diego, CA 92130-3077

COVERAGES **CERTIFICATE NUMBER:** SEA-003707078-02 **REVISION NUMBER:** 2

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	X COMMERCIAL GENERAL LIABILITY			114-66377	03/01/2021	03/01/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	HPL			114-66377	03/01/2021	03/01/2022	Per Incident	2,000,000
							Aggregate	4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is included as Additional Insured where required by written contract in accordance with the policy provisions of the General Liability policy, on a primary and non-contributory basis. Sexual Misconduct Coverage is provided, in full, within the Professional Liability ($2M/$4M) and General Liability ($1M/$3M) limits. Virginia Limits: $2,350,000 per claim/ $7,050,000 Agg. (Effective 7/1/2019 limits will increase to $2,450,000 per claim/ $7,350,000 Agg.)

CERTIFICATE HOLDER

School Board Of Clay County
23 South Green Street
Green Cove Springs, FL 32043

CANCELLATION

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
of Marsh Risk & Insurance Services

Manashi Mukherjee

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH RISK & INSURANCE SERVICES	AMN Healthcare, Inc. 12400 High Bluff Drive San Diego,CA 92130-3077
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Full Named Insured Schedule:

AMN Allied Services, LLC
AMN Healthcare Allied, Inc.
AMN Healthcare Services, Inc. (AHS)
AMN Healthcare, Inc. (AMN)
AMN Services of New Hampshire, LLC
AMN Services of Ohio, Inc.
AMN Services, LLC
AMN Staffing Services of Alabama, LLC
AMN Staffing Services, LLC
AMN Staffing Services, LLC
AMN Vision Services, LLC
AMN Workforce Solutions, LLC
Avantas, LLC
B.C.P., Inc. (divested 01/30/2012)
B.E. Smith Interim Services, Inc.
B.E. Smith International
B.E. Smith, Inc.
B.E. Smith, Inc. of Kansas
B4Health, LLC
Club Staffing, LLC
Club Staffing, LLC
DBA: Advanced Medical Personnel Service, Inc.
DBA: Advanced Medical Personnel Services LLC
DBA: American Mobile Healthcare
DBA: AMN Healthcare Recruitment Process Outsourcing
DBA: AMN Services of Arizona
DBA: AMN Services of New Jersey Limited Liability Company
DBA: AMN Staffing Services of New Jersey
DBA: F/K/A Worldview Healthcare, Inc.
DBA: Intech Staffing
DBA: Medical Express
DBA: Merritt, Hawkins and Associates of New York, LLC
DBA: MTI Staffing
DBA: NurseChoice
DBA: Nursefinders of Alabama, LLC
DBA: Nursefinders of Arizona, LLC
DBA: Nursefinders of Cherry Hill
DBA: Nursefinders of Missouri, LLC
DBA: Nursefinders of New York, LLC
DBA: Nursefinders of Rhode Island, LLC
DBA: Nursefinders of Verona
DBA: Nursefinders of Wisconsin, LLC
DBA: Preferred Healthcare Staffing
DBA: Procertify
DBA: RN Extend
DBA: Rx Pro Health of Michigan, LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH RISK & INSURANCE SERVICES	AMN Healthcare, Inc. 12400 High Bluff Drive San Diego,CA 92130-3077
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

DBA: Rx Pro Health of New Jersey Limited Liability Company
DBA: Rx Pro Health of Pennsylvania, LLC
DBA: Rx Pro Health of Tennessee, LLC
DBA: Worldview Healthcare, Inc
FKA MedPartners HIM, LLC
HealthSource Global Staffing
Healthsource Global Staffing Corporation
Jim Kendall and Associates, LLC
Josem Holdings, Inc.
Kendall & Davis
Leaders for Today, LLC
Linde Healthcare Staffing, Inc.
Locum Leaders, LLC
M&E Affiliates, Inc. DBA: TVL Healthcare
Med Travelers, Inc. (MTI)
Med Travelers, LLC
Medefis, Inc.
Medfinders
Merritt Hawkins & Associates, LLC
Merritt, Hawkins & Associates
Merritt, Hawkins & Associates of New Jersey, Limited Liability Company
Merritt, Hawkins & Associates, Inc.
MillicanSolutions
MillicanSolutions, LLC
National Healthcare Staffing, LLC
NF Acquisition Corporation
NF Holdings Corporation
NF Investors, Inc.
NF Services, Inc.
Nursefinders Acquisition Corporation
Nursefinders Acquisitions, LLC
Nursefinders of Vermont, LLC
Nursefinders Restorative Care Services, Inc.
Nursefinders, Inc.
Nursefinders, LLC
O" Grady-Peyton International (Australia) (Proprietary) Ltd.
O" Grady-Peyton International (Europe) Ltd.
O" Grady-Peyton International (India) Ltd.
O" Grady-Peyton International (SA) (Proprietary) Ltd.
O" Grady-Peyton International (USA), Inc. (OGP)
O" Grady-Peyton International (USA), Inc. (Singapore Branch)
O" Grady-Peyton International Recruitment U.K. Ltd.
Onward Healthcare of Missouri, LLC
Onward Healthcare of New Jersey LLC
Onward Healthcare Staffing
Onward Healthcare Staffing, LLC
Onward Healthcare, Inc.
Onward Healthcare, LLC
Origin, Inc. DBA Shiftwise
Peak Government Services, LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH RISK & INSURANCE SERVICES	AMN Healthcare, Inc. 12400 High Bluff Drive San Diego,CA 92130-3077
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Peak Health Solutions, Inc. Of Louisiana
Pharmacy Choice, Inc.
Pharmacy Choice, LLC
Phillips DiPisa & Associates, LLC
Radiologic Enterprises, Inc. DBA: Resources On Call, LLC
Resources On Call, LLC
RN Demand, Inc. (RND)
Rx ProHealth, Inc.
Rx ProHealth, LLC
Shiftwise, Inc
Staff Care, Inc.
Staffco Holdings, Inc.
Stratus Audio, Inc.
Stratus InDemand, Inc.
Stratus Interpreting, LLC.
Stratus OPI, Inc.
Stratus Video, Inc.
The First String Healthcare
The MHA Group, Inc. (MHA Group)

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/20/2021

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
Aon Risk Insurance Services West, Inc.
San Francisco CA Office
425 Market Street
Suite 2800
San Francisco CA 94105 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (415) 486-7000 **FAX (A/C. No.):** (415) 486-7029
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Arch Insurance Company	11150
INSURER B:	Arch Indemnity Insurance Company	30830
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
AMN Healthcare, Inc.
12400 High Bluff Drive
San Diego CA 92130-3077 USA

COVERAGES **CERTIFICATE NUMBER:** 570087058290 **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,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	
	[ ] OTHER:							
A	AUTOMOBILE LIABILITY	Y		71CAB1006103	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	[ ] DED [ ] RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			71WCI1005903 WC (AOS)	09/01/2020	09/01/2021	[X] PER STATUTE [ ] OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) [N]	N/A		74WCI1006003 WC (CA KY MN MO NY OR TX)	09/01/2020	09/01/2021	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers' compensation program has a $500,000 deductible. School Board of Clay County is included as Additional Insured on Automobile policy where required by written contract, for liability arising solely from the negligent acts or omissions of AMN Healthcare and its employees.

CERTIFICATE HOLDER

School Board of Clay County
23 South Green Street
Green Cove Springs FL 32043 USA

CANCELLATION

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

Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570087058290

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AGENCY CUSTOMER ID: 570000070904

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	AMN Healthcare, Inc.
POLICY NUMBER	
See Certificate Numbe 570087058290	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Numbe 570087058290	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Full Named Insured Schedule:

AMN Healthcare Services, Inc. (AHS)
AMN Healthcare, Inc. (AMN)
AMN Services, LLC
DBA: American Mobile Healthcare
DBA: Medical Express
DBA: Preferred Healthcare Staffing
DBA: NurseChoice
DBA: RN Extend
DBA: Procertify
AMN Staffing Services, LLC
O' Grady-Peyton International (USA), Inc. (OGP)
O' Grady-Peyton International (USA), Inc. (Singapore Branch)
O' Grady-Peyton International (India) Ltd.
O' Grady-Peyton International Recruitment U.K. Ltd.
O' Grady-Peyton International (SA) (Proprietary) Ltd.
O' Grady-Peyton International (Australia) (Proprietary) Ltd.
O' Grady-Peyton International (Europe) Ltd.
The MHA Group, Inc. (MHA Group)
Merritt Hawkins & Associates, LLC
Merritt, Hawkins & Associates
Merritt, Hawkins & Associates of New Jersey, Limited Liability Company
Merritt, Hawkins & Associates, Inc.
Staff Care, Inc.
Med Travelers, Inc. (MTI)
Med Travelers, LLC
RN Demand, Inc. (RND)
DBA: MTI Staffing
Rx ProHealth, Inc.
Pharmacy Choice, Inc.
DBA: AMN Healthcare Recruitment Process Outsourcing
AMN Allied Services, LLC
AMN Healthcare Allied, Inc.
AMN Staffing Services, LLC
AMN Services of Ohio, Inc.
AMN Services of New Hampshire, LLC
Medfinders
Nursefinders, Inc.
Nursefinders, LLC
NF Investors, Inc.
NF Holdings Corporation
NF Acquisition Corporation
Nursefinders Acquisition Corporation
B.C.P., Inc. (divested 01/30/2012)
NF Services, Inc.
Linde Healthcare Staffing, Inc.
Jim Kendall and Associates, LLC
Staffco Holdings, Inc.
Club Staffing, LLC
Club Staffing, LLC
National Healthcare Staffing, LLC
M&E Affiliates, Inc. DBA: TVL Healthcare
Radiologic Enterprises, Inc. DBA: Resources On Call, LLC
Resources On Call, LLC
Nursefinders Restorative Care Services, Inc.
Nursefinders Acquisitions, LLC
Kendall & Davis
Pharmacy Choice, LLC
Rx ProHealth, LLC
DBA: AMN Services of Arizona
DBA: Worldview Healthcare, Inc
DBA: AMN Services of New Jersey Limited Liability Company
DBA: F/K/A Worldview Healthcare, Inc.

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AGENCY CUSTOMER ID: 570000070904

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Insurance Services West, Inc.	AMN Healthcare, Inc.
POLICY NUMBER	
See Certificate Numbe 570087058290	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Numbe 570087058290	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Full Named Insured Schedule:

DBA: AMN Staffing Services of New Jersey
DBA: Intech Staffing
DBA: Merritt, Hawkins and Associates of New York, LLC
DBA: Nursefinders of Alabama, LLC
DBA: Nursefinders of Arizona, LLC
DBA: Nursefinders of Missouri, LLC
DBA: Nursefinders of New York, LLC
DBA: Nursefinders of Rhode Island, LLC
Nursefinders of Vermont, LLC
Origin, Inc. DBA Shiftwise
Onward Healthcare, LLC
Onward Healthcare of Missouri, LLC
Onward Healthcare of New Jersey LLC
Onward Healthcare Staffing, LLC
Onward Healthcare, Inc.
Medefis, Inc.
Locum Leaders, LLC
Avantas, LLC
Shiftwise, Inc
DBA: Nursefinders of Cherry Hill
DBA: Nursefinders of Verona
DBA: Nursefinders of Wisconsin, LLC
DBA: Rx Pro Health of Michigan, LLC
DBA: Rx Pro Health of New Jersey Limited Liability Company
DBA: Rx Pro Health of Pennsylvania, LLC
DBA: Rx Pro Health of Tennessee, LLC
AMN Staffing Services of Alabama, LLC
Onward Healthcare Staffing
The First String Healthcare
MillicanSolutions
MillicanSolutions, LLC
B.E. Smith International
B.E. Smith, LLC
B.E. Smith Interim Services, LLC
B.E. Smith, Inc. of Kansas
Josem Holdings, Inc.
HealthSource Global Staffing
Healthsource Global Staffing Corporation
Peak Government Services, LLC
Peak Health Solutions, Inc. Of Louisiana
AMN Leadership Solutions, Inc.
AMN Vision Services, LLC
AMN Workforce Solutions, LLC
Phillips DiPisa & Associates, LLC
Leaders for Today, LLC
DBA: Advanced Medical Personnel Services LLC
Stratus OPI, Inc.
Stratus Video, LLC.
Stratus Interpreting, LLC.
Stratus Audio, Inc.
Stratus InDemand, Inc.
B4Health, LLC
FKA MedPartners HIM, LLC
DBA: Advanced Medical Personnel Service, Inc.

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Advanced Medical Personnel Service

1 message

Staefe, Bertha <bertha.staefe@myoneclay.net> Mon, Apr 19, 2021 at 11:10 AM
To: Melanie Sanders <melanie.sanders@myoneclay.net>, Catherine Settle <catherine.settle@myoneclay.net>
Cc: Susan Legutko <susan.legutko@myoneclay.net>, Sonya Findley <sonya.findley@myoneclay.net>, Michelle Larson <michelle.larson@myoneclay.net>, "Thornton, Janna" <janna.thornton@myoneclay.net>

It has come to our attention that the District is receiving services from Advanced Medical Personnel Services without a District Purchase Order & Contract in place. Previous years show that the District and Vendor had a PO & Contract in place for these services (see attached).

To date this vendor has been paid $658,307 (see attached). Contracts over $100,000 and Purchase Orders over $500,000 must be Board approved per Purchasing Policy. If services are still needed for the remainder of the year a Board approved Contract & PO need to be done.

It is imperative that the District have the correct documentation in place before services are rendered. If you need assistance please contact the Purchasing Department.

Bertha Staefe
Supervisor of Purchasing, Property Control and Print Center
Clay County District Schools
phone 904-336-6736| **ext** 6 6736
email bertha.staefe@myoneclay.net

2 attachments

200058 Advance Medical Personnel Svc.pdf
10222K

Advanced Medical Paid Invoices.pdf
29K

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June 3, 2021 - Regular School Board Meeting

Title

C10 - Western Governors University Student Teaching Agreement

Description

This agreement is between Clay County District Schools and Western Governors University (WGU) for WGU students to participate in internships, practicums, and observations under the direction of a certified educator in Clay County schools.

Gap Analysis

Without this agreement, interns and pre-interns cannot be placed in Clay County District Schools and would thereby prevent potential teacher candidates from choosing Clay to begin their career.

Previous Outcomes

Clay County District Schools currently has agreements with 26 Colleges/Universities. This is a renewal agreement. Original agreement expired January 2021.

Expected Outcomes

Placement of interns provides teacher candidates with real-world experiences that better prepares them for the rigors of classroom teaching. Western Governors University is currently requesting the placement of one student.

Strategic Plan Goal

Goal 5: Develop and support great educators, support personnel, and leaders.
Strategy: 5.1: Recruit, screen, hire, and retain top candidates that reflect the diversity of each school, our district, and community.

Recommendation

That the Clay County School Board approve the agreements between Clay County District Schools and Western Governors University.

Contact

Roger Dailey, Chief Academic Officer, 904.336.6904 roger.dailey@myoneclay.net

Financial Impact

$0

Review Comments

Attachments

210116 Western Governors Univ.pdf

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OLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 210116
Number Assigned by Purchasing Dept.

Contract Review

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
☐ Must Have Board Approval over $100,000.00

Date Submitted: 04/30/2021

Name of Contract Initiator: Jennifer Shepard — Telephone #: 9043366966

School/Dept Submitting Contract: Professional Learning — Cost Center # 9009

Vendor Name: Western Governors University

Contract Title: Western Governors University Student Teaching Agreement

Contract Type: New X Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract # 190095

Contract Term: 3 Years — Renewal Option(s):

Contract Cost: $0

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line #_____

Funding Source: Budget Line #_____

X **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING**

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (*when applicable*):

RECEIVED
APR 30 2021
PURCHASING

__X____ Completed Contract Review Form

_____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

__X____ SIGNED Addendum A (if not an SBAO Template Contract)*

This Statement MUST BE included in the body of the Contract:
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

__X____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.
Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).
Workers' Compensation = $100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

_____ State of Florida Workers Comp Exemption (https://apps.fldfs.com/bocexempt/) (If Applicable)

__X____ COVID-19 Waiver (If Applicable)

_____ Release and Hold Harmless (If Applicable)

RECEIVED 5/6/2021 SBAO

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****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department BTB Review Date 5/5/2021	No Cost Addendum A included & Statement Written on page 3 * Department Needs to Verify & track Professional COI of each Candidate (see page 4). District Need Correct COI per Addendum A Section 21. Attached
School Board Attorney Review Date 5/7/21	Agree
Other Dept. as Necessary Review Date	
PENDING STATUS: ☐YES ☐NO	IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS	☑ APPROVED DATE: 5-11-21

Contract Review Process for ALL Contracts, September 2020, SBAO (web)

Western Governors University
4001 South 700 East, Suite 700, SLC, UT 84107

STUDENT TEACHING LETTER OF AGREEMENT

Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and Clay County School District ("District"), and is effective as of the date of the last signature below ("Effective Date").

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP) and the Association for Advancing Quality in Educator Preparation (AAQEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements.

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- **Mutual Expectations**

  A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort.

- **Definitions**

  For the purposes of this Agreement, capitalized terms will have the following meanings:

  - Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
  - Cooperating Teacher (or host teacher) refers to a District employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
  - Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate's progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the District/school.
  - Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
  - Student Teaching (or demonstration teaching) refers to the greater of the then-current WGU full-time and continuous requirement of 12 weeks (16 weeks for special education) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.
  - Field Experience refers collectively to the Preclinical Experience and Student Teaching.

- **Cooperating Teacher Standards**

  District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

  - Holds a teaching credential or license for the subject area and/or grade level being taught;
  - Has a minimum of three years of teaching experience, five years preferred, with two or more years teaching in the placement school and/or District, and have strong evaluations;
  - Evidence of positive impact on student learning in the classroom as demonstrated by ratings at or above effective when a state, district, or school provides such ratings;
  - Successfully and with positive impact mentored student teachers, colleagues, and/or other adults;
  - Competently uses technology for communicating via email and completing online evaluation forms; and
  - Consistently models the dispositions and ethical considerations expected of WGU Teacher Candidates:
    - Caring and considerate
    - Affirming of diversity and cross-culturally competent
    - Reflective practitioner
    - Equitable and fair
    - Committed to the belief that all students can learn
    - Collaborative
    - Technologically proficient
    - Professional leadership

- **WGU Responsibilities**

  WGU will:

  - Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experience.
  - Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
  - Require Teacher Candidates to have completed a background check acceptable to District prior to participating in Field Experience activities.
  - Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.
  - Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.
  - Maintain an online site for support, resources, and training for Cooperating Teachers.
  - Facilitate a cohort seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

- **District Responsibilities**

  District, or school administrator, will:

  - Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.

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- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates.
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.
- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
- Encourage Cooperating Teachers to participate in WGU's training, held for each cohort (Fall or Spring) when a new Teacher Candidate is assigned, to understand WGU's policies, processes, procedures, and how to mentor adult learners.
- Encourage administrators and Cooperating Teachers to participate in WGU's Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

- **Additional Terms**
  - **Addendum A**. The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated.
  - **Term**. This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching.
  - **Points of Contact**. Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.
  - **Education Records**.
    - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a "school official" with a legitimate educational interest in such records.
    - WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.
  - **Video Recordings.**

    During Student Teaching, Teacher Candidates complete a teacher performance assessment, which measures Teacher Candidate readiness to teach. A teacher performance assessment is designed for Teacher Candidates to submit real artifacts—lesson plans, video, and student work samples—to show the authenticity of the local teaching context and the way the Teacher Candidates respond to students when teaching in a real setting. In order to collect artifacts required for a teacher performance assessment, Teacher Candidates may be required to submit video recordings of themselves teaching in the classroom.

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Additionally, recordings provide WGU an avenue to evaluate the performance of Teacher Candidates, and the Teacher Candidates with opportunities to evaluate themselves, reflect, and improve their instruction.

WGU provides the following guidelines to Teacher Candidates. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of the District's students should be agreed directly between the District and Teacher Candidates.

Teacher Candidate Guidelines

- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
- To protect confidentiality, remove your name and use pseudonyms or general references (e.g., "the district") for your state, school, district, and cooperating teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.
- You must follow appropriate protocol to submit recordings to WGU.
- You may not display the video publicly (i.e., personal websites, YouTube, Facebook).
- You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
- You must destroy all video recordings once the evaluation is complete.

- **Right to Accept or Terminate a Placement**. District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
- **WGU Insurance**. WGU warrants and represents that it provides and maintains general liability insurance with limits of at least $1,000,000 per occurrence and $2,000,000 annual aggregate and, upon District's request, shall provide a certificate of insurance as evidence of coverage. WGU shall maintain, at its sole expense, workers' compensation insurance as required by law.
- **Professional Liability Insurance**. Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with minimum limits of either: (i) $1,000,000 per occurrence and $3,000,000 annual aggregate, or (ii) $2,000,000 per occurrence and $2,000,000 annual aggregate.
- **Status of Parties**. Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner.
- **Non-Discrimination**. Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, veteran status, or any other basis protected by law.
- **Entire Agreement**. This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

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WGU

By: Jennifer K. Doshier
Jennifer K. Doshier (Apr 23, 2021 15:08 CDT)

Title: Sr. Manager, Field Experience, Teachers College

Date: Apr 23, 2021

Point of Contact:
Email: fieldplacement@wgu.edu
Phone: 866-889-0132 (Option 1)

For notice purposes:
General Counsel
Western Governors University
4001 South 700 East, Suite 700
Salt Lake City, UT 84107-2533

DISTRICT

By: _____

Title: _____

Date: _____

Point of Contact:
Email:
Phone:

For notice purposes:

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"ADDENDUM A"
TO CONTRACT WITH
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA

Notwithstanding any contractual language to the contrary, the terms and conditions of this "Addendum A" shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this "Addendum A" is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida ("SBCC") shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools ("District"), and all Board officers and employees.

1. The Company, Vendor, Agency, or Consultant, of Contract with the School Board of Clay County, hereafter collectively and individually referred to as the "Contractor".

2. CONTRACTOR represents that it is an independent contractor and that it requires that the SBCC treat it as such. CONTRACTOR agrees:
   a. That it has no rights to any benefits extended by the SBCC to its employees [including without limitation, sick leave, vacation time, insurance coverage, etc.];
   b. That it will not take a position contrary to their status as an independent contractor, and agrees to accept the responsibilities placed on independent contractors by federal and state law accordingly, the SBCC will not make the deductions or contributions that an employer may be required to make with respect to its employees, and the undersigned will be responsible for all federal and state tax and fund obligations, including without limitation, income tax, Social Security, unemployment compensation, etc.];
   c. CONTRACTOR agrees, as an independent contractor and not an employee of the SBCC, it is responsible for providing their own Worker's Compensation Insurance and social security/self-employment contributions.

3. CONTRACTOR acknowledges and accepts responsibility for all risks of injury and loss associated with the performance of this Agreement. In addition to any other statutory or common law obligation to indemnify and defend the SBCC, CONTRACTOR shall indemnify, defend, and hold harmless the SBCC, its officers, and employees from any claim, loss, damage, penalty, or liability arising from the negligent acts, omissions, misfeasance, malfeasance, or intentionally wrongful conduct of CONTRACTOR, its employees, or agents relating to the performance of duties imposed upon CONTRACTOR by this Agreement. Such indemnity shall not be limited by benefits payable by or for CONTRACTOR under worker's compensation, disability, or any other employee benefits or insurance programs or policies. Contractor shall timely provide to the SBCC written notice of any claim, complaint, or demand asserted against CONTRACTOR related to the performance of this Agreement. CONTRACTOR's obligations under this section shall survive the termination of this Agreement.

4. CONTRACTOR agrees to be bound by, and at its own expense comply with, all federal, state, and local laws, ordinances, and regulations applicable to the services. CONTRACTOR shall review and comply with the confidentiality requirements of federal and state law and the SBCC policy regarding access to and use of records.

5. Reservation of Sovereign Immunity: No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the SBCC's liability beyond that which is set forth in Section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the SBCC's sovereign immunity from suit, or to require the SBCC to indemnify CONTRACTOR or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the SBCC. The SBCC expressly reserves all other protections and privileges related to its sovereign immunity.

6. CONTRACTOR will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. CONTRACTOR warrants and represents to the SBCC that it possesses the expertise, capability, equipment and personnel to properly perform the services and that it is properly and legally licensed to perform the services. CONTRACTOR acknowledges that the SBCC is relying on the warranties and representations made by CONTRACTOR.

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7. Method of Payment (if applicable): Services and/or Products satisfactorily received shall be compensated in accordance with Attachment A and the following terms:
   a. Procurement is performed in accordance with applicable law, State Board of Education Rules, Clay County School Board Policy and other applicable rules and regulations which govern. CONTRACTOR shall be paid in accordance with the Local Government Prompt Payment Act (218.70, et seq., Florida Statutes) upon submission of detailed invoices to the appropriate location listed on the District Purchase Order and/or the School Internal Account Purchase Order, and only after delivery and acceptance of the services and/or products provided.
   b. Services and/or Products, as authorized and approved by SBCC, shall be compensated by Hour Rate (cost per hour) / Fixed Fee (*includes direct and indirect costs)* / Flat Rate (*cost for scope of work)* / etc.
   c. Direct reimbursement for travel expenses, as authorized by and listed in Attachment A, shall be made in accordance with the requirements and rates found at F.S. 112.061 and any applicable the SBCC policies.
   d. Incurrence of other direct expenses, if any, must be pre-approved in writing by the SBCC.
   e. Unless otherwise required by law, the SBCC's payment obligations (if any) arising from the underlying Agreement are contingent upon an annual appropriation by the School Board and the availability of funds to pay for the contracted services and/or products provided. If such funds are not appropriated for the underlying Agreement and results in its termination, such conditions/events shall not constitute a default by the SBCC.

8. The SBCC and CONTRACTOR have mutual rights to terminate this Agreement with or without cause and without penalty or further payment, at any time upon thirty (30) days written notice to the other party. However, if it is determined by the SBCC that the work is not being performed as agreed herein, CONTRACTOR shall be deemed to be in default, and the SBCC reserves the right to cancel this Agreement immediately.

9. Force Majeure: Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than obligations relating to payment, confidentiality, and protection of ownership and intellectual property rights) resulting from acts or events beyond the reasonable control of such party (a "Force Majeure Event"), including acts of war, terrorism, acts of God, earthquake, flood, embargo, riot, sabotage, labor dispute, wide spread outbreak of disease or pandemic, governmental act, failure of the internet, power failure, or energy, utility, or telecommunications interruptions, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. In the event that a Force Majeure Event lasts for more than 90 days, and the party experiencing the initial delay cannot correct its failure or delay in performance during that period of time, despite using its reasonable commercial efforts to do so, the other party may terminate the affected portions of this Agreement.

10. This Agreement shall not be modified or amended except in writing, duly agreed to and executed by the parties.

11. CONTRACTOR shall not assign this Agreement in whole or in part, without the express written consent of the SBCC Purchasing Department.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue shall be in Clay County, Florida.

13. No other representations or promises shall be binding on the parties hereto except those representations or promises contained herein.

14. In the event that any part, term, or provision of this Agreement is, in a court of competent jurisdiction, found to be illegal or unenforceable, the validity of the remaining portions and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be so invalid.

15. Should any litigation be commenced in connection with this Agreement, the prevailing party shall be entitled to reasonable attorney fees and court costs.

16. The parties hereto represent that they have reviewed this Agreement and have sought legal advice concerning the legal significance and ramifications of this Agreement.

17. CONTRACTOR shall retain records associated with the services and/or products provided herein for a period of three years following final payment. CONTRACTOR shall, with reasonable notice, provide the SBCC access to these records during the above retention period.

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18. Jessica Lunsford Act: SBCC is required to conduct background screening of CONTRACTOR (including its employees, agents, and sub-contractors) (go to Clay County District Schools website for fingerprinting procedures). CONTRACTOR represents and warrants to the SBCC that CONTRACTOR is familiar with Sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. CONTRACTOR covenants to comply with all requirements of the above-cited statutes at CONTRACTOR's sole expense and shall provide the SBCC proof of such compliance upon request.

    Certification: By executing this Agreement, CONTRACTOR swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with these procedures, the requirements of the Jessica Lunsford Act, SBCC's finger printing procedures, and the laws of the State of Florida. Failure to comply with these procedures, the Act, SBCC's finger printing procedures, and the law of the State of Florida shall constitute a material breach of the Agreement, and SBCC may avail itself of all remedies pursuant to law. CONTRACTOR agrees to indemnify and hold harmless SBCC, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to CONTRACTOR's failure to comply with any of the above.

19. E-Verify: CONTRACTOR named herein, and its subcontractors, are required to register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all newly hired employees. By executing this Agreement, the CONTRACTOR certifies that it, and any sub-contractors with which it contracts, are registered with, and use, the E-Verify system for all newly hired employees, and acknowledges that it must obtain an affidavit from its subcontractors in accordance with Section 448.095(2)(b) Fla. Stat. that the subcontractor does not employ, contract with or subcontract with any unauthorized alien. The CONTRACTOR must maintain a copy of such affidavit for the duration of the Agreement. This section serves as notice to the CONTRACTOR that, pursuant to the terms of Section 448.095(2)(c) 1 and 2, Florida Statutes, the SBCC shall terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), F.S.. If the SBCC has a good faith belief that the subcontractor, without the knowledge of the CONTRACTOR, has knowingly violated Section 448.09(1) or 448.095(2), F.S., the SBCC shall notify the CONTRACTOR and order the CONTRACTOR to immediately terminate the contract with the subcontractor. If the SBCC terminates an Agreement with a CONTRACTOR pursuant to sec. 448.095(2)(c), F.S., the CONTRACTOR will not be awarded a public contract for at least one year after the date of such termination.

20. The CONTRACTOR certifies that CONTRACTOR is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability and is not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.

21. CONTRACTOR shall, at CONTRACTOR's sole expense, procure and maintain during the term of this Agreement, at least the following minimum insurance coverage, which shall not limit the liability of CONTRACTOR:

General Liability Policy:	Auto Liability Policy:	Worker's Compensation Policy:
$1,000,000.00 per occurrence	$1,000,000.00 combined single limit	$100,000
$2,000,000.00 aggregate	$5,000,000.00 (if charter or common carrier)	*Exempt, need signed WCAF*

**If the CONTRACTOR is exempt from Worker's Compensation insurance obligations, the CONTRACTOR must sign the Worker's Compensation Acknowledgment Form (WCAF) attached hereto as Exhibit # 1 .*

All policies of insurance shall be rated "A-" or better by the most recently published A.M. Best Rating Guide and shall be subject to the SBCC approval as to form and issuing company. The SBCC shall be named as certificate holder and as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) days after execution of this Agreement. CONTRACTOR shall furnish the SBCC's Representative copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to the SBCC." CONTRACTOR* is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the SBCC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR's obligation to fulfill the insurance requirements herein.

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22. CONTRACTOR shall not solicit or accept brokerage or any other fees or remuneration from any provider of the SBCC insurance program.

23. CONTRACTOR recognizes and acknowledges that by virtue of entering into this Agreement and providing services hereunder, CONTRACTOR, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to the SBCC networks (hereinafter "Confidential Information"). CONTRACTOR agrees that neither it nor any CONTRACTOR agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of this Agreement, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the SBCC in writing, any Confidential Information. In addition, following expiration of said Agreement, CONTRACTOR, its agents, employees, officers, and subcontractors shall either destroy or return to the SBCC all Confidential Information. With 72-hours written notification, the SBCC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the CONTRACTOR's facilities and equipment. CONTRACTOR understands and agrees that it is subject to all federal and state laws and SBCC rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. Contractor shall regard all student information as confidential and will not disclose personally-identifiable student records or information to any third party without appropriate legal authorization. Access to SBCC data or networks shall require a SBCC Data-Sharing and Usage Agreement and shall only be authorized by the SBCC IT Department.

24. CONTRACTOR is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of CONTRACTOR's duties under this Agreement, and will specifically:
    a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under this Agreement ("Agreement Data") which come within the definition of a "public record" under Chapter 119.
    b. Provide to the SBCC, upon its request and free of charge, a copy of each record which CONTRACTOR seeks to produce in response to a public records request.
    c. Ensure that all Agreement Data considered exempt under Chapter 119 are not disclosed except as authorized by law.
    d. Upon completion of its obligations under the Agreement, transfer to the SBCC, at no cost, all Agreement Data in CONTRACTOR's possession or otherwise keep and maintain such data/records as required by law. All records transmitted to the SBCC must be provided in a format that is compatible the SBCC's information technology systems.
    e. The SBCC is authorized to collect, use or release social security numbers (SSN) of CONTRACTOR and their employees for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):
        a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
        b) CONTRACTOR that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.61091, and Fla. Stat. § 119.07(5)(a)2 and 6]

    CONTRACTOR's failure to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement, which may result in termination by the SBCC without penalty.

    IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE SBCC'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

25. Government Funding (if Applicable): Funding for this Agreement may be provided in whole or in part by one or more Government funding agencies (Federal, State, Local). As a result, CONTRACTOR shall comply with applicable Laws, Regulations, Executive Orders, and Governmental Agency Rules and Policies included but not

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limited to Titles: 2 – Grants and Agreements (2 C.F.R. §200), Title 7 – Agriculture (NSLP), Title 34 – Education (EDGAR, FERPA), Title 44 – Emergency Management and Assistance (FEMA); U.S. Code Titles: 20,31,40,41.

To the extent that the SBCC is using Government Funds as a source of payment for this Agreement, CONTRACTOR shall execute and deliver to the SBCC the following forms, attached hereto as Exhibit # 2 : (a) EDGAR Certification; (b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; (c) Drug-Free Workplace Certification; (d) Non-Collusion Affidavit; and (e) Disclosure of Potential Conflict of Interest.

SBCC'S Representative with CONTRACTOR is: Jennifer Shepard

School/Department Name: Professional Learning

Mailing Address: 800 Walnut St. GCS, FL 32043

Phone #: 904-336-6951 Email Address: jennifer.shepard@myoneclay.net

Accepted and Agreed to:

SCHOOL BOARD OF CLAY COUNTY	**CONTRACTOR**
By: _____	By: Jennifer K. Doshier (Jennifer K. Doshier (Apr 23, 2021 15:08 CDT))
Print Name: _____	Print Name: Jennifer Doshier
Title: _____	Title: Sr. Manager, Field Experience, Teachers College
Date: _____	Date: Apr 23, 2021

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NOTIFICATION DOCUMENT

Waiver Requires Signature At Time Of Entrance On SBCC Property

Masks are Mandatory and a signed COVID-19 Waiver will be required by all Vendors, Visitors, Volunteers, Non-Employees, ETC. conducting business on our property.

COVID-19 WAIVER

SCHOOL BOARD OF CLAY COUNTY, FLORIDA
RELEASE OF LIABILITY AND ASSUMPTION OF RISK RE: COVID 19 INFECTION

In consideration of being allowed to participate in any way in any activity which takes place on Clay County School District ("CCSD") property (facilities or grounds) I, the undersigned vendor, volunteer, parent, or legal guardian, acknowledge, understand, and agree that by participating in events and activities at Clay County School District facilities/property: (1) there are certain risks to me and my child(ren) arising from or related to possible exposure to communicable diseases including, but not limited to, COVID-19, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"); (2) I am fully aware of the hazards associated with such Communicable Diseases and; (3) I knowingly and voluntarily assume full responsibility for any and all risk of personal injury or other loss that I may sustain in connection with such Communicable Diseases, and: (4) I, for myself or for my minor child(ren) or ward(s), and on behalf of my/our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE CLAY COUNTY SCHOOL BOARD ("The District") and its officers, officials, agents, representatives, employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises upon which CCSD related events and activities take place (the "Released Parties"), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any ILLNESS, INJURY, DISABILITY, DEATH, OR OTHER DAMAGES incurred due to or in connection with any Communicable Diseases, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by law.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I certify that I am the legal parent/guardian of the MINOR CHILDREN listed below, and that I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE and affirm that I, on behalf of myself and my minor child(ren), do consent and agree to the complete, total and unequivocal release of all the Released Parties as provided above.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Jennifer K. Doshier
Jennifer K. Doshier (Apr 26, 2021 20:39 CDT)

Participant/Vendor/Volunteer/Parent Signature

Apr 26, 2021
Date

Jennifer Doshier
Printed Name

Name of each minor child for whom this Release applies, **if applicable**:

_____ _____

_____ _____

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Exhibit # 1

WORKERS COMPENSATION ACKNOWLEDGEMENT FORM (WCAF)

The undersigned Contractor/Vendor ("Contractor") represents and acknowledges that it is an independent contractor and is not provided coverage under any self-insured workers compensation program of the School Board of Clay County, Florida (the "Board" or "District"), any primary workers compensation insurance policy purchased by or on behalf of the District, any excess workers compensation insurance purchased by or on behalf of the District, any risk sharing arrangement, risk sharing pool, or any state reimbursement fund for workers compensation payments made by the District, based on the following understandings and representations by the Contractor:

1. Contractor is not an "Employee" as defined under Chapter 440 of the Florida Statutes. The Parties agree that Chapter 440 describes remedies for employers and employees in place of Florida common law and limits the rights of independent contractors like the undersigned.
2. Contractor maintains a separate business with its own work equipment, material, and accommodations.
3. Contractor has a different federal employer identification number than the District or is a sole proprietor who is not required to obtain a federal employer identification number under state or federal regulations.
4. Contractor receives compensation for services rendered or work performed, and such compensation is paid to a business rather than to an individual.
5. Contractor maintains at least one bank account in the name of the Contractor or associated persons or entities for the purposes of paying business expenses related to the services rendered or work performed for the District.
6. Contractor performs work or is able to perform work for entities other than the District at the Contractor's election without the necessity of completing an employment application or process.
7. Contractor either provides its own workers compensation coverage or has elected to be exempt from workers compensation coverage.
8. Contractor has provided proof of other insurance, including liability insurance, to the District in the amounts required by the District.
9. Contactor had an opportunity to review and consult with legal counsel regarding this document.
10. Contactor understands that the District is relying upon the truthfulness and accuracy of representations in this acknowledgement as a material basis for the District entering into the underlying agreement(s) with Contractor.

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Name of Contractor/Vendor: Western Governors University

Signature of Authorized Representative: Jennifer K. Doshier
Jennifer K. Doshier (Apr 26, 2021 20:39 CDT)

Printed Name of Authorized Representative: Jennifer Doshier

Title of Authorized Representative: Sr. Manager, Field Experience

Date: Apr 26, 2021

Exhibit # 2 (a)

EDGAR CERTIFICATIONS

All purchases involving the expenditure of federal funds must be compliant with the Education Department General Administrative Regulations ("EDGAR"). The following certifications and provisions are required and apply when the School Board of Clay County, Florida ("SBCC" "School Board") expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II to C.F.R. PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when School Board expends federal funds, School Board reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, for all contracts involving Federal funds in excess of $10,000, School Board reserves the right to terminate the contract (i) for convenience, and/or (ii) for cause by issuing a certified notice to the vendor.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when School Board expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when School Board expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29

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CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (F) during the term of an award resulting from this procurement process.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (G) during the term of an award resulting from this procurement process.

(H) Energy Policy and Conservation Act (2 CFR §910.120, 10 CFR §600.236). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Pursuant to Federal Rule (H) above, when federal funds are expended by School Board, Vendor certifies that Vendor will be in compliance with all applicable provisions of Federal Rule (H) during the term of an award resulting from this procurement process.

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (I) above, when federal funds are expended by School Board, Vendor certifies that during the term of an award resulting from this procurement process, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, ort voluntarily excluded from participation by any federal department or agency.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (J) above, Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that: (1) No Federal appropriated funds have been

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EDGAR CERTIFICATIONS (continued)

paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORDS ACCESS AND RETENTION

Records Access (34 CFR 80.36 (i)(10): All vendors, contracts and subcontractors shall give access to the SBCC, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the vendor which are directly pertinent to this specific bid/contract for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention (2 C.F.R. § 200.333): Financial records, supporting documents, statistical records and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or passthrough entity in the case of a subrecipient.

RECOVERED MATERIALS

Recovered Materials (2 CFR §200.322): Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: Western Governors University

Signature of Authorized Representative: Jennifer K. Doshier
Jennifer K. Doshier (Apr 26, 2021 20:39 CDT)

Print Name of Authorized Representative: Jennifer Doshier

Exhibit # 2 (b)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:

a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in this certification; or

d) have not within a three-year period preceding this application had one or more public transaction (federal, state or local) terminated for cause or default.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Vendor: Western Governors University

Jennifer Doshier
Printed Name

Sr. Manager, Field Experience
Title of Authorized Representative

Signature: Jennifer K. Doshier
Jennifer K. Doshier (Apr 26, 2021 20:39 CDT)

Date: Apr 26, 2021

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Exhibit # 2 (c)

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to vendors/contractors certifying their compliance with a drug-free workplace in accordance with Section 287.087, Fla. Stat., as follows:

IDENTICAL TIE BIDS – A bid or contract received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie bids shall be followed if none of the tied vendors has a drug-free workplace program. To obtain such preference, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions what shall be taken against employee for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction or plea of guilty or no contest to any violation of Chapter 893 or of any controlled substance laws of the United States or the State of Florida, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

I certify that this firm complies fully with the above requirements.

CONTRACTOR NAME: Western Governors University

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Jennifer Doshier	Jennifer K. Doshier Jennifer K. Doshier (Apr 26, 2021 20:39 CDT)
(Printed Name)	(Signature)
Sr. Manager, Field Experience	Apr 26, 2021
(Title)	(Date)

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Exhibit # 2 (d)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF CLAY)

My name is (*INSERT NAME* Jennifer Doshier). I hereby attest that I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I have personal knowledge of the price(s), guarantees and the total financial commitment represented in the firm's offer and/or contract.

1) The firm's prices and amounts offered have been arrived at independently and without consultation, communication or agreement with any other contractor or respondent.

2) Neither the final nor approximate prices or amounts offered have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

4) (*INSERT NAME OF COMPANY* Western Governors University) its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that (*INSERT NAME OF COMPANY* Western Governors University) understands and acknowledges that the above representations are material and important, and will be relied on by the School Board of Clay County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement of material representations herein stated shall be treated as intentional concealment of the true facts relating to submission of offers for this contract.

CONTRACTOR NAME: Western Governors University

AUTHORIZED CONTACTOR REPRESENTATIVE SIGNATURE:

Jennifer Doshier	Jennifer K. Doshier Jennifer K. Doshier (Apr 26, 2021 20:39 CDT)
(Printed Name)	(Signature)
Sr. Manager, Field Experience	Apr 26, 2021
(Title)	(Date)

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Exhibit # 2 (e)

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBCC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBCC. It also places restrictions on SBCC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBCC.

Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employees of SBCC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBCC Title or Position of Bidder's Employee	SBCC Department/ School of Bidder's Employee

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Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBCC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBCC have been identified above.

Jennifer K. Doshier
Jennifer K. Doshier (Apr 26, 2021 20:39 CDT)

Signature

Western Governors University

Company Name

Clay County School District - Green Cove Springs FL Tier 1 Agreement Custom

Final Audit Report 2021-04-23

Created:	2021-04-23
By:	Terry Miller (terry.miller@wgu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAguXdMm8EWDhRuB31ZTw9Sy7Zpd7AXUVm

"Clay County School District - Green Cove Springs FL Tier 1 Agreement Custom" History

Document created by Terry Miller (terry.miller@wgu.edu)
2021-04-23 - 4:33:00 PM GMT- IP address: 73.20.57.215

Document emailed to Jennifer K. Doshier (jennifer.doshier@wgu.edu) for signature
2021-04-23 - 4:39:36 PM GMT

Email viewed by Jennifer K. Doshier (jennifer.doshier@wgu.edu)
2021-04-23 - 8:06:24 PM GMT- IP address: 45.41.142.98

Document e-signed by Jennifer K. Doshier (jennifer.doshier@wgu.edu)
Signature Date: 2021-04-23 - 8:08:49 PM GMT - Time Source: server- IP address: 75.104.124.141

Agreement completed.
2021-04-23 - 8:08:49 PM GMT

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Clay County School District - Green Cove Springs FL Tier 1 Agreement Custom

Final Audit Report 2021-04-27

Created:	2021-04-26
By:	Terry Miller (terry.miller@wgu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAADlzVcL__erfk6n_rdxvxl7a6mfPcmYTt

"Clay County School District - Green Cove Springs FL Tier 1 Agreement Custom" History

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2021-04-26 - 9:51:39 PM GMT- IP address: 73.20.57.215

Document emailed to Jennifer K. Doshier (jennifer.doshier@wgu.edu) for signature
2021-04-26 - 10:00:45 PM GMT

Email viewed by Jennifer K. Doshier (jennifer.doshier@wgu.edu)
2021-04-27 - 1:33:58 AM GMT- IP address: 45.41.142.241

Document e-signed by Jennifer K. Doshier (jennifer.doshier@wgu.edu)
Signature Date: 2021-04-27 - 1:39:05 AM GMT - Time Source: server- IP address: 75.104.124.141

Agreement completed.
2021-04-27 - 1:39:05 AM GMT

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WESTGOV-01 NRICHARDS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/3/2021

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	CONTACT NAME:	
Diversified Insurance Group 136 E. South Temple, Suite 2300 Salt Lake City, UT 84111	PHONE (A/C, No, Ext): (801) 325-5000	FAX (A/C, No): (801) 532-2804
	E-MAIL ADDRESS: info@diversifiedinsurance.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Cincinnati Insurance Company	A+	10677
INSURER B : Sentinel Insurance Co	A+	11000
INSURER C : Pacific Indemnity Company	A++	20346
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Western Governors University
4001 South 700 East, Ste 700
Salt Lake City, UT 84107

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		ETN0566924	4/30/2021	4/30/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X GL Deductible$25,000						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER: Abuse - $2M Aggregate						Abuse-Per Claim	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			34UUNAQ6275	10/1/2020	10/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE			ETN0566924	4/30/2021	4/30/2022	AGGREGATE	$ 10,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		71739853	4/30/2021	4/30/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Educators Legal Liab			EME0576542	4/30/2021	4/30/2022	Limit of Liability	5,000,000
A	Claims Made Policy			EME0576542	4/30/2021	4/30/2022	Retention	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
School Board of Clay County, Florida is included as an additional insured on the general liability policy with respects to operations of the Named Insured, when required by written contract.;

CERTIFICATE HOLDER

Clay County School District
900 Walnut Street
Green Cove Springs, FL 32043

CANCELLATION

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

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June 3, 2021 - Regular School Board Meeting

Title

C11 - Advertisement and Notice of Public Hearing 2021-2022 Student & Family Handbook and Code of Student Conduct

Description

Per statutory requirement, the 2021-22 Code of Student Conduct is being noticed prior to its official adoption by the School Board of Clay County in July 2021. The Code of Student Conduct is a policy adopted by the district that defines and describes the expected behavior of students while in the learning environment and is a guide for administrators on addressing conduct infractions through intervention and consequences.

Gap Analysis

The Code of Student Conduct is updated annually to address new statutory requirements and strengthen existing language based on a review of discipline data profiles.

Previous Outcomes

The Code of Conduct was enforced with fidelity by each school.

Expected Outcomes

By publicly advertising this revised version of the Student Handbook and the Code of Student Conduct per statutory regulation, the District will continue its cycle of compliance with the Florida Department of Education and allow for public input on the practices and procedures related to student rights and responsibilities as well as how the District handles student misbehavior while in the learning environment.

Strategic Plan Goal

Goal: Goal 3 Establish a respectful climate and culture that provides equity and access to all.
Strategy: 3.2: Develop systems and processes that focus on developing the whole child.

Recommendation

That the Clay County School Board will approve the advertisement of the 2021-2022 Student Handbook and Student Code of Conduct, and set the public hearing for July 20, 2021.

Contact

Roger Dailey, Chief Academic Officer, 904.336.6904 roger.dailey@myoneclay.net

Financial Impact

None

Review Comments

Attachments

- Approval to Adv_PH_Code of Student Conduct.pdf
- Draft 2021-2022 Family Handbook and Code of Student Conduct.pdf
- Summary of Revisions to Code of Conduct.pdf

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SCHOOL BOARD OF CLAY COUNTY, FLORIDA
APPROVAL TO ADVERTISE/NOTICE OF PUBLIC HEARING TO ADOPT THE 2021-2022 STUDENT & FAMILY HANDBOOK AND CODE OF STUDENT CONDUCT

Approval to Advertise: The School Board of Clay County, Florida ("the Board") approves the advertisement of the 2021-2022 Student & Family Handbook and Code of Student Conduct.

Purpose & Effect: The proposed amendments are intended to simplify, update, and ensure alignment of School Board Policies with state law, federal law, State Board of Education Rules, and other applicable rules and regulations.

Access to Text of Proposed Amendments: The full text of the 2021-2022 Student & Family Handbook and Code of Student Conduct is available for inspection and copying by the public in the Office of the Superintendent for Clay County District Schools, located at 900 Walnut Street, Green Cove Springs, Florida 32043. The full text is also available via the School District's website at www.oneclay.net under the School Board Meeting Links, School Board Agendas - June 3, 2021. The Superintendent is authorized to correct technical errors in grammar, numbering, section designations, and cross-references as may be necessary to reflect the intention of such Policy amendments.

Rule Making Authority: The Board is authorized to adopt the 2021-2022 Student & Family Handbook and Code of Student Conduct under sections 120.54, 1001.31, and 1001.32 of the Florida Statutes.

Laws Implemented: The laws implemented by the above-referenced policy revisions are noted under each section of the Policy.

Person(s) Originating Policy Changes: The proposed 2021-2022 Student & Family Handbook and Code of Student Conduct was originated by the Superintendent and his designee(s) in collaboration with the School Board Attorney.

Public Hearing: The Board intends to formally adopt the 2021-2022 Student & Family handbook and Code of Student Conduct following a public hearing. ***The public hearing shall be held on Tuesday, July 20, 2021,*** during the course of a Special Board Meeting, which begins ***at 9:00 a.m.*** and takes place in the District Multi-Purpose Center at the Corner of Walnut St. & Gratio Place, Green Cove Springs, Florida.

Any person requiring special accommodations to attend or participate in public meetings should advise the School District at least 48 hours before the meeting by contacting the Superintendent's Office at (904) 336-6508. If you are hearing or speech impaired, you may contact the District by email addressed to bonnie.onora@myoneclay.net or by calling (904) 336-6584 (TDD).

If a person decides to appeal any decision made by the Board with respect to any matter considered at the meeting, he or she will need a record of the proceedings, and, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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Student and Family Handbook

and Code of Student Conduct

2021 - 2022

DRAFT

David S. Broskie
Superintendent of Schools

CLAY COUNTY SCHOOL BOARD

District 1: Janice Kerekes
District 2: Beth Clark
District 3: Tina Bullock
District 4: Mary Bolla
District 5: Ashley Gilhousen

Clay County District Schools

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Introduction

Superintendent's Message



~~Dear Parents, Students, and Community Partners,~~

~~Together we faced an unprecedented pandemic with COVID-19 during the 2019-2020 school year and this virus radically changed how we operated as a school district. During this difficult time, it was still important for our public school system to safely deliver high-quality instruction to our students through distance learning. Through good times and trying circumstances, Clay County District Schools continues to pride itself on the ability to create an excellent education for all learners. One way that we continue to provide quality education and safety for all students is through our *Student Handbook & Code of Student Conduct.* This code outlines the rights and responsibilities of our scholars, not only as an individual learner, but also as a student that plays an integral part of the *OneClay* family. This handbook provides clear expectations to parents and students on the values of our community.~~

~~This Code of Student Conduct has been approved by the Clay County School Board, and contains important information that is essential to your child's education. My hope is that you read and review this handbook with your student to make sure they understand the content. If you have any questions or concerns, your school principal will be happy to assist you. We value your partnership in public education, as together, we build the best educational system for our kids.~~

Dear Parents and Guardians:

Clay County District Schools is committed to working collaboratively with all stakeholders to provide a public education experience that is motivating, challenging and rewarding for all children in a safe and healthy environment. The 2021-2022 Student Code of Conduct details the expectations for student behaviors that encourages a positive learning experience for all.

The Student Code of Conduct is approved each year by the Clay County School Board and this handbook contains important information to ensure your child has a successful school year. I ask that you please review the Student Code of Conduct with your child, discuss the content within the handbook, and complete the acknowledgement form. Should you have any questions or concerns, I encourage you to reach out to your child's principal and they will be happy to assist with any questions regarding our policies and procedures within the handbook. Parental support is crucial to student success and I thank you for your partnership as we continue to provide a world-class education to all of our students in Clay County.

Respectfully,

David Broskie

Jurisdiction of the School Board

This Handbook and all of its referenced policies and procedures is in force at all times on all school campuses and properties, as well as such times and places, including but not necessarily limited to, school sponsored events, field trips, athletic functions and other activities where school administrators have jurisdiction over



students. Jurisdictional control over the student may extend to the immediate vicinity of the school when the conduct of the student is deemed to have a detrimental effect on the health, safety, or welfare of the school. With respect to bullying and harassment behavior, jurisdiction of the Board extends to data or computer software accessed at a non-school related location, activity, function, or program, or to technology or an electronic device that is not owned, leased, or used by the Clay County District Schools.

Our primary role as School Board members is to ensure the safety of all school district members and guests, and to craft policies that reflect the spirit of our communities while also considering the future of our most precious asset – the kids. This Handbook is just one of those guides that help to make our schools great. We are honored to be given this opportunity, and look forward to the collaboration and partnership that makes Clay County a truly special place to live.

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Mission, Vision, and Philosophy

Our Mission

Our mission is to work collaboratively with all stakeholders to provide a public education experience that is motivating, challenging, and rewarding for all children. We will increase student achievement by providing students with learning opportunities that are rigorous, relevant and transcend beyond the boundaries of the school walls. We will ensure a working and learning environment built upon honesty, integrity, and respect. Through these values, we will maximize student potential and promote individual responsibility.

Our Vision

The School District of Clay County exists to prepare life-long learners for success in a global and competitive workplace and in acquiring applicable life skills.

Our Philosophy

Instruction should occur in an environment that promotes the highest level of learning. Effective instruction requires high levels of student engagement, innovation of classroom rituals and routines, and clearly articulated behavioral expectations. This is described as the absence of distractions, frictions, and disturbances that interfere with the effective functioning of the student, class, and school. It is the presence of a friendly, student-centered environment in which students and school personnel work cooperatively toward mutually recognized and accepted goals, and in which the parent and the school develop and maintain a positive, collaborative relationship focused on what is best for the learner.

As a student progresses through the grade levels, it is reasonable to assume that an increase in age and maturity will result in the student assuming new opportunities to grow and greater responsibility for their actions. It is recognized that differences in age and maturity require different types of opportunities and disciplinary action; while maintaining a fair and equitable system that is applied to all students in grades PreK-12.

To assist parents, administrators, and faculty in maintaining a positive learning environment, this Student & Family Handbook, along with its embedded Code of Student Conduct, will:

- Describe the role of the home, student, and school in the education of the learner.
- Describe student's rights and responsibilities as part of the learning environment.
- Describe student conduct and processes associated with student misconduct.
- Describe aspects of student health and wellness, safety and security, and other relevant information that will help lead to a positive experience for all stakeholders.

The content of this Handbook will be shared with all students, parents, faculty, and councils associated with district and school teams, in language that is understandable to the audience, through multiple media and sensory platforms, and in writing when requested by an individual, to ensure that a common understanding is established for the education of our children and youth.

Student Rights and Responsibilities

It is the intent of this document to help students understand that individual rights involve associated responsibilities, and that individual rights must be viewed in relationship to the health, safety, and welfare of the entire school community. The principal shall assume administrative responsibility and instructional leadership under the supervision of the Superintendent, and in accordance with rules and regulations of the School Board for planning, management, and operation of the school to which the principal is assigned. The faculty and staff shall assist in the orderly operation of the school and assure the rights of students.

School Participation

Regular attendance by students will facilitate the development of the skills and knowledge necessary to function in a modern democratic society. School staff, parents, students, and appropriate state agencies are expected to work together to ensure that all applicable school attendance laws are obeyed.

Student Rights	Student Responsibilities
To be informed of School Board policies and individual school rules regarding absenteeism and tardiness.	Take advantage of their educational opportunity by attending all classes daily and on time.
To appeal a decision pertaining to an absence.	To provide the school with an adequate explanation and documentation indicating the reason for an absence.
To make up class work within a prescribed length of time in case of an excused absence.	To request the make-up assignment from their teachers upon their return from an excused absence and to complete the work within a reasonable length of time as determined by school board policy (1 day per each day of absence).

Clay County District School employees are not responsible for supervising students who arrive on school property 30 or more minutes before school or a school-sponsored activity is scheduled to begin. Further, Clay County District School employees are not responsible for supervising students who remain on school property 30 minutes or more after school ends, or 30 or more minutes after a school-sponsored activity ends.

Learning Experiences and Outcomes

Active involvement in the learning process is critical to academic success, and is a complex interaction between age, maturity, ability, and personal commitment. For all learners, the level of engagement with the material and the experiences will be reflected in grades and assessments.

Student Rights	Student Responsibilities
To have equal educational opportunity with regard to academic programs and extracurricular activities.	To pursue participation in academic programs and extracurricular activities of interest and that are commensurate with ability.

To be informed of district curriculum course descriptions that will facilitate informed choices.	To actively pursue assistance from qualified school staff with course selection that is consistent with ability and program of study.
To receive instruction in courses of study under competent instructors and in an atmosphere free from bias and prejudice.	To cooperate fully and exert every effort to achieve mastery at the highest level possible.
To receive access to instructional materials and resources for the subject(s) they are studying.	To take care of instructional materials/resources issued to them and to pay for lost or damaged instructional materials.*
To receive and have explained to a teacher's grading criteria at the beginning of each year long or semester course.	To become informed of the grading criteria and any updates to grading rubrics.
To receive reasonable notification of failure or potential failure during the grading period when it is apparent unsatisfactory work is being performed.	To maintain standards of academic performance commensurate with ability, and to make every effort to improve performance upon receipt of notification of unsatisfactory progress

*Florida Statutes 1006.42(1): Each Parent of a student to whom or for whom instructional materials have been issued, is liable for any loss or destruction of, or unnecessary damage to, the instructional materials or for failure of the student to return the instructional materials, and shall pay for such loss, destruction, or unnecessary damage as provided by law.

Freedom of Speech and Expression

Citizens in our democracy are guaranteed self-expression under the 1st and 4th Amendments of the United States Constitution; therefore, in a democratic society, one of the basic purposes of education is to prepare students for responsible self-expression.

Student Rights	Student Responsibilities
To form and express viewpoints through speaking and writing in a manner which is not obscene, slanderous, or libelous.	To respect the rights, property, and beliefs of other individuals, to express disagreement in a manner which does not infringe upon the rights of others, and does not interfere with the orderly educational process.**
To not be subject to disciplinary action because of use of a language other than English if the student has limited English proficiency.	To act in a manner which preserves the dignity of patriotic observances.
To affirm their identity with the American ideals as allowed and encouraged by state law.*	To respect the religious beliefs and observances of others.
To refrain from any activity which violates the precepts of their religion.	To plan for, seek approval of, and conduct activities which are consistent with the educational objectives of the school.

To petition and survey student opinion in accordance with the procedures that are established by the principal and consistent with school district guidelines.	

*Pursuant to F.S. 1003.44.
**Pursuant to School Board Rule 4.04 and F.S. 1006.07(2)(c).

Privacy and Property Rights

Federal and State laws provide persons with reasonable expectation of privacy in addition to freedom from unreasonable search and seizure of property. Such guarantees are not unlimited and must be balanced by the school's responsibility to protect the health, safety, and welfare of all students (4th Amendment of the United States Constitution).

Student Rights	Student Responsibilities
To maintain privacy of personal possessions unless school personnel have reasonable suspicion to believe a student possesses any object or material which is prohibited by law or School Board Policy.	To not carry or conceal any such material that is prohibited by law or would detract from the educational process.
To attend school in an educational environment in which personal property is respected.	To respect the property rights of the public at large as well as those of individuals, and to refrain from destruction of, or damage to such property.
To be informed of state laws governing the search of personal effects while on school property, including lockers, backpacks, purses and gym bags.*	To accept the consequences for content stored within an assigned locker or other storage device.*

*Pursuant to F.S. 1006.09(9), school officials may conduct a warrantless search of a student's locker, vehicle, or any storage area on school property if such officials have reason to believe that illegal, prohibited, or harmful items may be concealed.

Student Executive Officers

Effective student associations are the forums for the training and involvement of students in the democratic process, and promote the ideals of shared governance, respecting differing opinions, and engaging productive discourse with one another. Members of the school community share the responsibility for shaping such associations into positive instruments for student involvement.

Student Rights	Student Responsibilities
To form and operate executive officers within student groups under the direction of a faculty advisor.	To elect student executive officers and representatives in student groups who are responsive to the needs of the school and who will work constructively toward the resolution of such needs.
To seek an executive office in student government or other student organization regardless of race, sex, color, creed, or political beliefs.	To conduct election campaigns in a positive, mature manner, with all due respect provided their opponents.

To attend, as a student executive officer or representative, official student group meetings upon approval of such meetings by the school principal.	To attend regularly scheduled meetings, if an elected student representative, and exhibit appropriate conduct at all times.

Student Publications

Education is the process of inquiry and learning, acquiring and imparting knowledge, and exchanging ideas. One of the important roles of the school is to provide effective avenues through which students may express themselves on a wide range of subjects. Official student publications, such as school newspapers, should include viewpoints representative of the entire student body.

Student Rights	Student Responsibilities
To possess, post, and distribute forms of literature that are not inherently disruptive to the school program through means such as, but not limited to, newspapers, magazines, leaflets, pamphlets, and online forums.	To use only those bulletin boards or wall areas designated for use by students and student organizations, and accept responsibility for the effect that the posting might have on the normal activities of the school.
To be free of censorship on their publications except within the framework of guidelines previously agreed upon by students and administrators.	To refrain from publishing libelous and obscene materials, to seek full information on the topics about which they write, and observe the normal rules for responsible journalism under the guidance of the faculty advisor.
	Principals may suppress or recall literature which they consider primarily commercial in nature or material which could endanger the orderly operation of the school.

Pledge of Allegiance Notice

Pursuant to F.S. 1002.20(12), students have the right not to participate in reciting the pledge. Upon a written request by his or her parent, a student must be excused from reciting the pledge, including standing and placing the right hand over his or her heart.

Role of Home, Student, and School

In order for effective instruction to occur, there must be a cooperative relationship between student, parent, and educator. This relationship may be described as follows:

Parents or Guardians Who:

- ❏ assume responsibility for their child's behavior.
- ❏ maintain regular communication with the school and encourage their child to maintain acceptable behaviors specific to their home, community, and school.
- ❏ ensure that their child is in daily attendance, and promptly report and explain an absence to the school. provide their child with the resources needed to complete class work.
- ❏ assist their child in developing grooming habits consistent with a school environment.

- ❑ bring to the attention of school authorities any problem or condition which affects their child or other children of the school community.
- ❑ discuss report cards and work assignments with their child.
- ❑ maintain up-to-date contact information and addresses at the school, including medical provider and hospital preference.

Students Who:

- ❑ attend all classes daily, and arrive on time.
- ❑ are prepared to come to class with appropriate working materials.
- ❑ are responsible for their own work and actions.
- ❑ are responsible for delivery of written communications to their parent/guardian.
- ❑ are respectful to all individuals and property.
- ❑ refrain from profane or inflammatory statements.
- ❑ maintain grooming habits appropriate for a school environment.
- ❑ abide by the rules and regulations set forth by the school and individual classroom teachers, while conducting themselves in a safe and responsible manner.

Schools That:

- ❑ encourage the use of good guidance procedures.
- ❑ maintain an atmosphere conducive to good behavior.
- ❑ exhibit an attitude of respect for students.
- ❑ plan a flexible curriculum to meet the needs of all students.
- ❑ promote effective training and discipline based upon fair and impartial treatment of all students.
- ❑ develop a positive working relationship among staff, students, and community partners.
- ❑ encourage the school staff, parents and students to use the services of community partners.
- ❑ encourage parents to maintain regular communication with the school and participate in its affairs.
- ❑ seek to involve students in the development of district policy.
- ❑ inform all employees of their requirement to report to law enforcement felony offenses and violent misdemeanors or delinquent acts which would be a felony offense if committed by an adult on or near school property.

Equal Opportunity: Prevention of Discrimination, Harrassment, and Bullying

Notice of Non-Discrimination

Notice of Non-Discrimination and Procedures for Handling Allegations of Possible Discrimination within Clay County District Schools - Employment and Programs

Non-discrimination and diversity are foundation principles of the School Board. It is School Board policy to hire and promote the best qualified candidate measured against the requirements of the job and to provide equal employment and advancement opportunity for all individuals without discrimination because of race, color, gender, religion, age, national origin, disability, veteran, marital status or any other protected status.

The School Board also makes reasonable accommodations for disabled employees. Employees who would like to be considered for accommodation assistance should contact the Assistant Superintendent for Human

Resources. Information obtained concerning individuals requesting accommodations is kept confidential, to the extent possible, except that principals and supervisors may be informed regarding restrictions on the work duties of disabled individuals and information regarding necessary accommodations.

The policy applies to all areas of employment, including recruitment, hiring, training, promotion, compensation, benefits, transfer, and social and recreational programs.

The Clay County School Board reaffirms its Equal Education Opportunity (EEO) commitment as follows:

- ❏ Guidance counseling, financial assistance and access to academic, career and vocational opportunities are available without regard to race, religion, color, sex, marital status, age, national origin, disability, or other protected status.
- ❏ Criteria for admission to programs and courses do not have the effect of restricting access.
- ❏ Recreational and athletic activities do not exclude participation in, deny benefits of, or treat people differently on the basis of sex.

The Policy of the Clay County School Board (6GX-10-1.06) relative to Non-Discrimination states the following:

DISCRIMINATION ON THE BASIS OF RACE, RELIGION, COLOR, SEX, MARITAL STATUS, AGE, NATIONAL ORIGIN, PREGNANCY, OR DISABILITY IS PROHIBITED IN THE EMPLOYMENT OF PERSONNEL IN THE PROVISION OF EDUCATIONAL PROGRAMS AND IN THE CONDUCT OF THE BUSINESS AFFAIRS OF THE CLAY COUNTY SCHOOL SYSTEM, AND PROVIDES EQUAL ACCESS TO THE BOY SCOUTS AND OTHER DESIGNATED PATRIOTIC GROUPS.
(Ref. F.S. 760.10; F.S. 760.50; Federal Civil Rights Acts title VI, VII, IX; Section 504F. Rehabilitation Act, 1973-78; IDEA, ADEA; Equal Pay Act; Americans with Disabilities Act)

The procedures outlined below shall be used for the processing of allegations of possible discrimination.

- ❏ All such allegations should be discussed initially on an informal basis with the school principal, supervisor or appropriate division head directly responsible for the area of concern. Such discussion should be held within ten (10) days of alleged incidents(s) if possible.

- ❏ Any student matter not resolved by the school principal to the satisfaction of the aggrieved party shall be referred to the attention of the following office:

Coordinator of Student Engagement
School District of Clay County
900 Walnut Street
Green Cove Springs, Florida 32043
Telephone: (904) 336-6917

- ❏ Any **Human Resources** matter not resolved by the school principal or division head to the satisfaction of the aggrieved party shall be referred to the attention of the following office:

Assistant Superintendent for Human Resources
School District of Clay County
900 Walnut Street
Green Cove Springs, Florida 32043
Telephone: (904) 336-6701

- ❏ All complaints of discrimination or harassment shall be investigated fully and all person(s) involved shall be questioned. The aggrieved party may be required to appear in person to answer questions.

- ❏ Such investigation shall be initiated within fifteen (15) days of receipt of the complaint. If an extension of the timelines is deemed necessary, the aggrieved party shall be notified of such extension prior to the end of the fifteen (15) days.

- ❏ Retaliation against any person who makes a complaint pursuant to this policy, or who participates in any investigation initiated pursuant to this policy, will not be tolerated. Any employee who engages in such retaliation shall be subject to disciplinary action up to and including termination.

Discrimination/Harrassment

Discrimination is defined as treating a person of a particular group differently based on their protected class characteristic. Harassment is defined as verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of the person's protected status and has the purpose or effect of unreasonably interfering with an individual's educational performance or creating an intimidating, hostile, or offensive education environment. Harassing conduct includes epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed on walls or elsewhere on the district's premises or circulated by e-mail, phone (including voice messages), text messages, social networking sites, or other means. Harassment does not include verbal expressions or written material that is relevant and appropriately related to course subject matter or curriculum.

It shall be a violation of District policy for any student, teacher, administrator, or other district personnel to harass a student or adult through conduct of a sexual nature, or regarding race, color, sexual orientation, national origin or disability as defined by this policy.

It shall also be a violation of District policy for any teacher, administrator, or other school personnel of this District to tolerate sexual harassment or harassment based on race, color, sexual orientation, national origin, or disability by a student, teacher, administrator, or other school personnel, or by any third parties who are participating in, observing, or otherwise engaged in activities, including sporting events and other extracurricular activities, under the auspices of the School District.

Examples of conduct that may constitute harassment based on race, color, sexual orientation, or national origin, include:

- ❏ graffiti containing offensive language which refers to a person's race, color, sexual orientation, or national origin
- ❏ name calling, jokes, or rumors
- ❏ threatening or intimidating conduct directed at a person because of his/her race, color, sexual orientation, or national origin
- ❏ racial or ethnic slurs, negative stereotypes, and hostile acts based on another's race, color, sexual orientation, or national origin
- ❏ a physical act of aggression or assault upon another because of, or in a manner reasonably related to, that person's race, color, sexual orientation, or national origin
- ❏ other kinds of aggressive conduct such as theft or damage to property which is motivated by race, color, sexual orientation, or national origin

Harassment based on a disability consists of verbal or physical conduct relating to an individual's

physical or mental impairment when the harassing conduct is so severe, persistent, or pervasive that it affects a student's ability to participate in or benefit from services or opportunities in an educational program or activity, or creates an intimidating, threatening, or abusive educational environment.

Examples of conduct that may constitute harassment because of a disability include:

- ❏ graffiti containing offensive language derogatory to a person because of their physical or mental disability
- ❏ threatening or intimidating conduct directed at another because of that person's physical or mental disability

For additional information, please refer to District Policy Rule ~~1.12.~~ 1.11.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, or sexual deficiencies; leering, whistling, or touching; insulting or obscene comments or gestures; display of sexually suggestive objects or pictures; and other physical, verbal, or visual conduct of a sexual nature in the workplace. Sexual harassment can take two forms: 1) hostile environment and 2) "quid pro quo" which means "you do something for me and I'll do something for you" in a sexual context.

All public schools receiving any federal funds must also comply with Title IX of the Education Amendments of 1972. A school has a responsibility to respond promptly and effectively to a claim of sexual harassment or sexual violence. Title IX requires schools to adopt and publish grievance procedures for students to file complaints of sex discrimination, including complaints of sexual harassment or sexual violence. Schools can use general disciplinary procedures to address complaints of sex discrimination but all procedures must provide for prompt and equitable resolution of sex discrimination complaints.

Bullying

Bullying is defined as any written or verbal expression, or physical or electronic act or gesture, or a pattern thereof, that is intended to coerce, intimidate, or cause any physical, mental, or emotional harm to any student, or would be reasonably assumed to cause harm. Bullying is prohibited against any student for any reason, including but not limited to, any such behavior that is directed toward a student on the basis of academic performance, or against whom federal and state laws prohibit discrimination.

To guide the investigation of alleged bullying, three key elements must be present in order to fall into the Substantiated Bullying category. This includes behaviors that are repeated, or could be reasonably repeated, intentional, and reflect a power imbalance between the individual engaged in bullying behavior and the one being bullied.

Bullying includes actions such as making threats, spreading rumors, attacking someone physically or verbally, or purposely excluding someone from a group. Cyberbullying is a specific form of bullying using technology to hurt, harm or humiliate another individual or group.

Reporting Discrimination, Harrassment, and Bullying

If you feel you have been a victim of, or witness to, discrimination, harassment, or bullying, report it immediately. Retaliation for reporting is not tolerated. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or report of harassment/bullying/hazing and the investigative procedures that follow. The following actions are encouraged in reporting this behavior:

- ❏ Students are always encouraged to report the complaint directly to a teacher, school counselor, school administrator, or parent.
- ❏ If a student or other person familiar with the situation would like to submit a report anonymously, they may call the Bullying Hotline at (904) 336-6799.
- ❏ If the accused is a district employee, the student or parent should contact Human Resources at (904) 336-6706.
- ❏ If the accused is an adult not employed by the school district, the student or parent should contact the school principal.

Procedures for Investigating Accusations of Harassment and Bullying

- ❏ When a report is made, the school principal will notify the parents of both the student(s) accused of bullying and the student(s) that has been allegedly bullied within 48 hours. This notification will include a description of the accusation and the process for investigation that will take place, along with a timeline of action.

  It is expected that a thorough investigation will require more than one day but will be completed in a timely manner. It must review more than a single incident to be considered bullying behavior but not for harassment or hazing.
- ❏ The principal will designate a staff member that can remain neutral to lead the investigation.
- ❏ All interviews of students and adults will be documented and uploaded into the SIS referral system. All interviewees should be prepared to give as much detail as possible regarding who, what, when, where, and how the behavior allegedly occurred.
- ❏ The School Counselor will be notified within 48 hours of the report in order to meet with the student(s) that was harassed, bullied, or hazed, to determine their counseling needs.
- ❏ Collection and evaluation of facts will include:
  - ❏ the nature of the behavior
  - ❏ how often the behavior occurred
  - ❏ past incidents or past continuing patterns of behavior
  - ❏ relationship between the parties involved, including any positions of power one may have over another
  - ❏ race, national origin, sex, disability (if any) and age of the person being harassed or bullied
  - ❏ identity of the student(s) bullying others
  - ❏ locations of all incidents
  - ❏ impact on educational progress and educational environment
  - ❏ context in which the alleged incidents occurred
- ❏ Once an investigation is completed, information and findings are entered into the SIS and appropriate actions are taken regarding student discipline per this Code of Student Conduct and supports put in place for all individuals involved.
- ❏ The principal will notify the parent of the student being harassed or bullied of the Hope Scholarship program within 15 day of the initial report and provide them with requisite paperwork for submission to the state.

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A maximum of 60 school days shall be the limit for the initial filing of incidents that fall under the Federal guidelines for harassing behavior and completion of the investigative procedural steps.

HOPE Scholarship

Section 1002.40, Florida Statutes, was established in last year's legislative session and provides the parent of a public school student who was subjected to an incident of bullying or violence (a complete list of incidents is found in section 1002.40(3), F.S.), an opportunity to transfer to another public school, or request a scholarship for the student to enroll in and attend a participating private school. The law states in part, "Upon receipt of a report of an incident, the school principal, or his or her designee, shall provide a copy of the report to the parent and investigate the incident to determine if the incident must be reported as required by s. 1006.09(6). Within 24 hours after receipt of the report, the principal or his or her designee shall provide a copy of the report to the parent of the alleged offender and to the superintendent.

Upon conclusion of the investigation or within 15 days after the incident was reported, whichever occurs first, the school district shall notify the parent of the program and offer the parent an opportunity to enroll his or her student in another public school that has capacity or to request and receive a scholarship to attend an eligible private school, subject to available funding."

Please go to the FLDOE website for more detailed information.

Student-Led Organizations

Student-led organizations are permitted in secondary schools, and such organizations are allowed to meet on school premises during non-instructional time, as designated by the school principal. Students wishing to establish an organization shall work with their school and within district policy. Membership in all student organizations shall be on a voluntary basis and only open to students currently enrolled in the school at which meetings are to be held. Student organizations shall not engage in any activity which is contrary to law, district policy, or school rules.

Student Activities, Athletics, and Extracurricular Activities

Organized clubs and activities are characteristic of student life from the elementary school through college, and are characteristic of adult life as well. All members of the school community share the responsibility for organizing and supporting clubs and activities that meet student needs and serve definite and worthwhile purposes.

Rules for Student Activities and Clubs

- ❏ Clubs and activities must be open to all qualified students.
- ❏ Clubs cannot interfere with school activities and School Board policies must be followed.
- ❏ Clubs must have a charter and a constitution that state the membership qualifications and the rules of conduct (written by both students and teachers, be approved by the administration, and be kept on file so that all students, parents, and school personnel may read them).
- ❏ Local chapters of national organizations whose charters are prescribed are exempt from the requirement that they must be written by both students and teachers.

- ❏ Clubs must have a faculty sponsor approved by the administration; this sponsor must be at all meetings/events and with chaperones when appropriate.
- ❏ Club members cannot be hazed pursuant to School Board Policy 4.11 and F.S. 1006.135(1). Hazing means any action or situation that recklessly or intentionally endangers the mental or physical health or safety of a student. Hazing includes any forced activity that could adversely affect the mental health or dignity of the student. Students are always encouraged to talk to parents and school administrators about any activity in which they are made to feel uncomfortable. Demeaning or dangerous activities are not necessary to be a part of a team or group.
- ❏ Club dues must be reasonable.
- ❏ Club meetings must be held on the school grounds except for special meetings/events approved by the administration.
- ❏ Club money must be handled through the school's internal accounts system.

NOTE: Florida Statute 1006.14: Secret societies prohibited in public K-12 school states that (1) It is unlawful for any person, group, or organization to organize or establish a fraternity, sorority, or other secret society whose membership is comprised in whole or in part of students enrolled in any public K-12 school or to go upon any public K-12 school premises for the purpose of soliciting any students to join such an organization.

A student not currently suspended for interscholastic extracurricular activities, or suspended or expelled from school, pursuant to the district's suspension or expulsion authority provided in law is eligible to participate interscholastic extracurricular activities pursuant to F.S. 1006.195(1).

Per F.S. 1006.09(2), if a student is convicted of, or is found to have committed a felony or a delinquent act, including an off-campus incident which would have been a felony if committed by an adult, the student's eligibility in interscholastic extracurricular activities is contingent upon local administration policy, regardless of whether or not adjudication is withheld.

Students who participate in interscholastic extracurricular activities for, but are not enrolled in a district public school, are subject to the district's code of Student Conduct for the limited purpose of establishing and maintaining the student's eligibility to participate at the school.

All junior high students must have a 2.0 on a 4.0 GPA scale at the conclusion of each semester. A high school student must have a cumulative 2.0 GPA on a 4.0 unweighted GPA scale at the conclusion of each semester.

Students are limited to four years of athletic eligibility upon entering high school.

The Florida High School Athletic Association continues to retain jurisdiction over eligibility rules dealing with recruitment violations and sanctions against students.

Attendance

Compulsory School Attendance

Florida Law (Section 1003.21, Florida Statutes) states that all children who are either six years of age, who will be six years old by February 1 of any school year, or who are older than six years of age but who have not attained the age of 16 years, must attend school regularly during the entire school term. A student who attains the age of 16 years during the school year is not subject to compulsory attendance beyond the date of which

the student attains that age if he/she files a formal declaration of intent to terminate school enrollment with the school district. The declaration must acknowledge that terminating school enrollment is likely to reduce the student's earning potential and must be signed by the student and the student's parent or legal guardian. F.S. 1003.21(1)(c).

Florida law (Section 1003.26, Florida Statutes) specifies steps for enforcement of regular school attendance. It is the responsibility of the school district superintendent to enforce school attendance of all children who are subject to compulsory school age requirements. The responsibility includes:

- ❏ Develop policies and procedures to ensure that schools respond in a timely manner to each unexcused absence, or absence for which the reason is unknown.
- ❏ Contact the home for every unexcused absence or absence for which the reason is unknown, to obtain parent justification for the absence.
- ❏ Evaluate each justification and, based on district policy, determine whether the absence is excused or unexcused; if excused, allow the student to make up assigned work without academic penalty.
- ❏ Track excused and unexcused absences.
- ❏ Identify and refer students who may be developing a pattern of nonattendance to the school child study team for intervention services.
- ❏ Schedule a meeting with certain identified parents to discuss their child's attendance.
- ❏ Implement prevention and intervention strategies to address truancy and attendance issues as required for drivers' licenses and related requirements for habitual truants.
- ❏ Send a notice to the superintendent of schools and to the district home education contact regarding patterns of nonattendance for specific students.
- ❏ Refer habitual truancy cases to the case staffing committee and/or child-in-need- of-services provider for assistance.

Absences/Truancy

Absenteeism, regardless of the reason, negatively affects the continuity of the learning process. As a student's absenteeism increases, there is a greater responsibility for the school to deter future absenteeism, and a greater responsibility for the student to demonstrate that such absenteeism has not negatively affected performance mastery.

The parent/guardian has the responsibility to ensure the student is rested and prepared for the rigor of a learning environment.

An absence from school under the following circumstances shall be considered excused:

- ❏ With permission – The absence was with the knowledge and consent of the principal of the school that the student attends. It is the responsibility of the parent/guardian to provide a written statement to the school explaining the absence within three (3) school days following the return of the student to school. If a student is continually sick and repeatedly absent from school, he or she must be under the supervision of a physician in order to receive an excuse from attendance. Such excuse provides that a student's condition justifies absence for more than 5 days per grading period/10 days per semester/20 days per year. The principal of the school shall determine when it is necessary to require a physician's statement from the student's medical provider and require the parent/guardian to provide a copy to their child's school within a reasonable period of time as determined by the principal or designee.

- ❏ Sickness, injury, or other insurmountable condition – Attendance was impractical or inadvisable on account of sickness or injury, or was impractical because of some other stated insurmountable condition.
- ❏ Financial inability to provide necessary clothes for the student when reported by the parent in writing to the Superintendent and validated by the Superintendent (FS 1003.24(3)).
- ❏ Absence for religious instruction or holidays – A student with the written consent of his or her parent/guardian shall be excused from attendance in school on a particular day or days, or at a particular time of day, and shall be excused from any examination, study or work assignment at such time to participate in religious instruction, for observance of a religious holiday or because tenets of his or her religion forbid secular activity at such time. The principal shall reserve the right to refuse a student's request for released time, if according to the provisions of the district's student progression plan:
    a. The student is not enrolled in sufficient courses to allow for the student's promotion or graduation, and thus the released time would not be equivalent to an optional period.
    b. The student's grades/academic progress is insufficient to allow for the student's promotion or graduation.
- ❏ Absences due to head lice will be excused. However, once a student has accumulated 10 absences during a school year due to head lice, the school will refer the case to the School Social Worker for family support and appropriate intervention, including a possible referral to the Truancy Arbitration Program through the State Attorney's Office. Unusual circumstances may be addressed by the principal to go beyond these 10 days for excused absences.

An absence from school under the following circumstances may be considered unexcused.

- ❏ The absence was without the parent/guardian's knowledge or consent.
- ❏ Permission for the absence was requested but denied by the principal of the student's school.
- ❏ No written statement of the absence from the parent/guardian has been received by the school explaining the reason for the absence within three (3) school days following the return of the student to school.

The principal has administrative discretion in cases of excessive absences to reject a written note and consider the absence as unexcused when absences are seriously impacting academic progress, with the exception of sickness, injury or insurmountable conditions.

For additional information, please refer to District Policy Rule 4.01.

Senior Attendance Policy

Students must be in attendance for at least 90% of their total possible class periods during their senior year of high school to participate in commencement ceremonies. Once all attendance is recorded and verified, the rate of attendance will be pulled from the Student Information System.

This is not an excused/unexcused absence policy; it is an attendance policy. The type of absence does not matter with the following exceptions:

- ❏ doctor appointments or doctor mandated stay at home that is documented on a physician's professional stationary subpoenas to court
- ❏ bereavement time for an immediate family member
- ❏ participation in a school-sanctioned activity

- ❏ pre-approved college visits documented by email or regular mail correspondence
- ❏ parent approved absence from school

It is the student's responsibility to bring verification from the doctor, parent or court for an exception; otherwise the absence will count against the policy. Verification must be supplied within three school days following the absence.

~~Saturday School attendance (all four hours) may clear an absence. Banking of Saturday School credit is NOT allowed.~~

NOTE: All decisions regarding participation in graduation activities as a function of the Senior Attendance Policy will be at the discretion of school administration.

Truancy

Florida law defines "habitual truant" as a student who has 15 or more unexcused absences within 90 calendar days with or without the knowledge or consent of the student's parent or guardian, and who is subject to compulsory school attendance.

Absence by a student for twenty (20) or more days during the school year shall create a strong presumption that the student has failed those subjects or courses in which he is enrolled during that period. For semester courses, ten (10) days shall apply; for individual grading periods, five (5) days shall apply. Such presumption may be overcome by effort or performance which satisfies the teacher(s) involved, that such student should receive other than a failing grade. A review committee representing the administration, the instructional staff, and guidance, appointed by the principal, will review each such case individually and will make recommendations. Individual teacher(s) shall give strong consideration to the recommendation of the review committee in determining the effort or performance of the student.

Attendance Requirements for Minors to Maintain Driving Privileges

Recognizing the importance of education and keeping the students in school, the 1997 legislature enacted 322.091 F.S. relating to the driver's license for students, ages 14 to 18, as an incentive for students to stay in school and continue their education. In order for a student to retain or obtain his/her regular Florida driver's license or learner's driver's license, the student must comply with compulsory school attendance. Accumulating 15 unexcused absences in a period of 90 calendar days or failure to remain enrolled in school will result in being classified as a habitual truant and the loss of said license, or the withholding of the necessary forms to obtain a license by the Florida Department of Highway Safety and Motor Vehicles. (F.S. 1003.27(2b)). Parents and students will need to contact the school district at (904) 336-9639 for detailed information regarding reporting, reinstatement, and appeal procedures.

For additional information, please refer to District Policy Rule 4.53.

Make-Up Work

It is essential that students absent from school make up work missed. It is the responsibility of the student and the family to initiate requests for, and to pick up, make-up work on the day the student returns to class from an excused absence. All work missed from an excused absence can be made up within 24 hours for 100% credit. For example, if a student misses three days, they have three days to complete missing assignments for full credit.

McKinney-Vento Homeless Assistance Act

The McKinney-Vento Homeless Assistance Act of 2000 (Subtitle VII-B) per Title IX, Part A of the Elementary and Secondary Education Act, as amended by the Every Student Succeeds Act, ensures homeless children transportation to and from school free of charge, allowing children to attend their school of origin (last school enrolled or the school they attended when they first became homeless) regardless of what district the family resides in. It further requires schools to register homeless children even if they lack normally required documents, such as immunization records or proof of residence. Local school districts must appoint Local Education Liaisons to ensure that school staff are aware of these rights, to provide public notice to homeless families (at shelters and at school) and to facilitate access to school and transportation services. Contact information and eligibility documents can be found at Project REACH.

Student Conduct

It is the belief of the Clay County District Schools that teachers and students deserve school environments that are safe, nurturing, and conducive to education and development. Creating a positive school/classroom climate while decreasing student time spent outside of the classroom now requires close attention to the social and emotional needs of the student as well as the behavioral intent. In the event that the school or classroom discipline has been disrupted to a level where a school must take action, the following information outlines the steps and the powers that the District will and must take.

Academic Honesty

Clay County District Schools recognizes the importance of promoting a learning environment, whether traditional or distance learning,that values academic honesty. In order to foster ethical behavior among students, it is critical to educate all students regarding the characteristics of academic integrity. When engaged in learning activities, students should demonstrate the discipline necessary to seek guidance from their instructor rather than resorting to inappropriate behaviors that may undermine their own academic and personal development. This is a shared responsibility of all students, families, teachers, and staff.

Dress Code

Responsibility for the dress and appearance of students generally rests with individual students and their families. Students may wish to express themselves by the manner of their dress and appearance; however, students shall not wear clothing or affect an appearance at school or school-sanctioned activities or events that are or may be disruptive to the educational environment. Clay County District Schools standards on student attire are intended to help students focus on schoolwork, reduce discipline problems, and improve school order and safety. Subject to approval, principals, working with their school community, may establish additional specific standards for their schools. Any such standards must be published and distributed to families.

Dress and personal appearance of students should be a positive reflection on the family, student, school and community. A good rule of thumb: if there is a question about whether an outfit would be acceptable, choose a different outfit. Ultimately, school leadership reserves the right to determine if the dress code is being violated.

The following guidelines are to be followed:

- ❏ All students shall be properly groomed and attired appropriate to the activity when on school property or participating in school-sponsored events.
- ❏ School IDs must be worn and visible at all times.
- ❏ Students shall be dressed so they will not present a clear danger to health and safety; should be tailored in such a manner that because of fit, design, color, texture, or inadequate coverage of the body does not create a classroom or school disruption as determined by administration.

Permitted Apparel:

- ❏ Outfits are to be tailored in such a manner so as not to expose inappropriate areas of the body while in normal activity.
- ❏ Shorts, dresses or skirts should be 3 inches above the knee or longer. If leggings are worn, then the top MUST be the proper length of 3 inches above the knee or longer.
- ❏ Pants and shorts should be worn at the waistline without the necessity of support whether a shirt is tucked in or out and fastened at the top closure. Belts will be buckled at all times if worn.
- ❏ Jeans/pants that have frays/holes above the knee must have something underneath them, such as leggings that cover the skin, so as not to expose skin or undergarments.
- ❏ Shirts must cover the shoulder and not expose undergarments in any manner or the midriff.
- ❏ The neckline of a shirt must limit exposure of the body.
- ❏ Footwear of some type must be worn at ALL times.

Non-Permitted Apparel:

- ❏ Apparel, or personal items, with off-color remarks or pictures, or emblazoned with drug, alcohol or tobacco related slogans.
- ❏ Apparel, or personal items, displaying violent or pornographic imagery.
- ❏ Sleepwear, such as bedroom slippers, pajamas, etc.
- ❏ Tank tops, halter tops, muscle shirts, tube tops, spaghetti straps, mesh/see-through shirts, sheer-tops or bottoms.
- ❏ Hats, hoods, bandannas, and caps are not to be worn in class or in buildings unless approved by the administration or for special events.
- ❏ Any apparel or accessory determined by administration to present a safety hazard for the student or the school.

Disciplinary action for violation of the student dress code shall include notifying the student of the violation and a requirement that the dress or appearance be corrected before the student reenters the classroom, school environment, or school sanctioned activity or event. An administrator will determine the suitability of attire in question as it reflects the spirit of the dress code policy. Students found to be in violation of dress code policy will be required to change for the remainder of the day. Student refusal to change will result in their placement in the in-school suspension class for the remainder of the day or until a proper outfit can be brought for the student. At the discretion of the building level administrator, a family conference may be held. More serious consequences may result from repeated or serious violations.

For additional information, please refer to District Policy Rule 4.03.

Student Use of the Internet

The Internet and related electronic instructional resources are used in schools to support student learning and distance learning. The use of these resources are for educational purposes only when on district property, at district or school sanctioned activities or events, when students are being transported in vehicles dispatched by

Clay County District Schools, and off school property when such conduct has a nexus to school or any district curricular or non-curricular activity or event. Teachers and school administration determine use of the Clay County District Schools Instructional Network based on educational goals of the school and classroom, and may determine to limit access. Students are encouraged to use the network to do homework, class-related research, and class work when appropriate. Students should not use this network for music, gaming, or non-educational video streaming. In compliance with the Child Information Protection Act (CIPA) requirements, this network will be monitored. Clay County District Schools accept no responsibility associated with loss, damage, or theft of a device connected to the network.

Bring Your Own Device

Clay County District Schools is committed to helping students learn the skills they need to succeed in a world filled with technology. Our network allows secure access to the Internet for students who want to use their own personal devices (laptops, netbooks, tablets, smartphone, smartwatches, etc.) during the school day for classroom activities. Bring Your Own Device (BYOD) fosters student ownership of learning, extends learning for students from home to classroom, provides easier access to online instructional material, and supplements school equipment. Students are expected to use their devices in accordance with district policy.

Taking photographs or videos by any means whatsoever while on school property or while on school transportation is prohibited. The only exceptions to this prohibition are:

- ❏ Taking photos for reproduction in a school sponsored publication.
- ❏ Taking photos during a school sponsored social event, sporting event, awards ceremony or other school sponsored activity or function at which photography is allowed and the photographs are images of activities which are reasonably considered to be part of the activity or event.
- ❏ Taking photographs with the permission of the school administration.

Publication on any internet site of any photographs, videos or images taken in violation of the prohibitions listed above is strictly prohibited, will be deemed disruptive to the order of the school and will be sufficient reason to impose disciplinary action.

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Elementary

- ❏ Students may have an electronic device on school property.
- ❏ Students may use their electronic devices during instructional time for educational purposes when it is sanctioned by the classroom teacher. Otherwise, the electronic device must be powered off and out of sight during the instructional day.

Secondary

- ❏ Students may have an electronic device on school property.
- ❏ Students may use an electronic device before and after school, during lunch break, at school related functions, and extracurricular activities as long as the electronic devices are not audible. (cannot be heard by others)

- ❏ Students may use their electronic devices during instructional time for educational purposes when it is sanctioned by the classroom teacher. Otherwise, the electronic device must be powered off and out of sight once they enter the classroom.
- ❏ Students may not use an electronic device in areas considered personal space (ie bathroom, locker room) and other areas designated by Administration.
- ❏ Students may not use their electronic devices to accept or make phone calls or video conferencing during school hours unless instructed to do so by Administration/School Personnel.

Student Conduct on a School Bus

The privilege of students to ride a school bus is contingent upon following the expectations outlined in this handbook. The driver of the school bus shall be in complete charge of the bus during the ride and while students are entering or leaving the vehicle. Students shall be required to conform to all regulations concerning discipline, safety, and behavior while riding on the school bus. The driver shall notify appropriate authorities if a student persists in violating the established rules of conduct. After due warning has been given to the student and/or families, the privilege of riding the bus may be withheld from the student. Violation of district policies and regulations while on the school bus may result in student discipline up to and including suspension or expulsion, in accordance with district policy.

The Clay County ~~School System~~ District Schools have jurisdiction over students who are on the school bus or at the school bus stop when the bus is present at the bus stop. [F.S. 1006.10 (3)] Therefore it is the parent's responsibility to take any action with local law enforcement to correct a problem during the time students are waiting at the bus stop or when students are on route to or from the school bus stop. Other responsibilities of parents of transported students include (exerted from F.A.C. 6A-3.0121):

- ❏ To ensure the safe travel of students to and from school and home when students are not under the custody and control of the district, including to and from home and the assigned bus stop.
- ❏ To ensure that students ride only in their assigned school buses and get off only at assigned bus stops, except when alternative buses or arrangements have been made.
- ❏ To ensure students are aware of and follow the expected rules of behavior while they are at the bus stops and to provide the necessary supervision during times when the bus is not present.
- ❏ To provide the necessary assistance for students to get on and off at the bus stop when the physical disability of the student renders them unable to get on and off the bus without assistance (as required by district policy or the student's individual education plan).

We believe that all pupils can behave appropriately and safely while riding the school bus, and as such we will not tolerate behavior that is disruptive to the driver or which inhibits or interferes with the safe operation of the bus. In order to guarantee your child and other children who ride buses the safe and efficient transportation they deserve, the following has been established:

- ❏ Arrive at the bus stop ten (10) minutes prior to the scheduled pick up time.
- ❏ Take responsibility for their behavior and conduct themselves in a respectful, orderly manner while waiting at the bus stop for the bus to arrive.
- ❏ Wait until the bus comes to a stop before attempting to get on or off the bus.
- ❏ Enter and leave the bus only at the front door after it has come to a stop, except in the case of an emergency as directed by the driver.

- ❏ Leave the bus only with the consent of the driver.
- ❏ Be silent when approaching or crossing railroad tracks.
- ❏ Keep the aisle and stepwell clear at all times.
- ❏ Do not tamper with door handles, windows, and other safety equipment at any time.
- ❏ Do not use wireless communication devices, or electronic devices. Exception: Field trips in which the school administration approves the use of these devices or as a planned intervention for special needs students. Do not use wireless communication devices except in an emergency concerning safety-to-life issues (defined as a bus accident, mechanical breakdown which delays the normal route, and/or thirty (30) minutes or more in a route delay).

Large Objects on the School Bus: Oversized objects, including, but not limited to, large band instruments or cases, school projects or athletic equipment which cannot be held in the seat, are prohibited, unless prior approval is obtained from the bus driver and the school administration.

Cameras: School buses are equipped with video cameras for the purposes of ensuring the health, welfare and safety of all staff, students, and drivers.

NOTE: Bicycle riders under the age of 16 must wear properly fitted, safety-related helmets when riding a bicycle. Law enforcement officers may issue a traffic citation and assess fines to riders who do not comply.

Parking /Vehicle Rules

All parking areas are the property of Clay County District Schools. The parking of a student's vehicle on campus is a privilege granted by the Clay County District Schools upon availability of parking, Written consent from parent/guardian, purchase of a parking decal at the school of attendance, and written agreement to comply with the Student Code of Conduct. The Clay County District Schools regard the use of motor vehicles for travel to and from school by students as an assumption of responsibility on the part of those students to care for school property, in the observation of safety rules, and in the display of courtesy and consideration toward others. Students who violate school parking rules may have their parking decal revoked and/or are subject to disciplinary action that may result in loss of privileges, suspension, alternative disciplinary placement, or expulsion from school. Searches of motor vehicles on school grounds may be conducted by the principal or designee when that official has reasonable grounds to suspect that the search will uncover evidence of a violation of Board and/or district policies, school rules, or federal, state, or local laws or uncover the presence of an item that presents an immediate danger of physical harm or illness to any person.

Youth Gang Membership

Students are not allowed to form or participate in groups which threaten, frighten or harm other students. Such groups, when they become known by school and district authorities, will be considered a gang. These groups generally have common names, and wear common colors, jewelry, signs or clothing. Students are encouraged to alert an adult if such activity or groups become known to them.

Zero Tolerance Rule

Florida Statute 1006.13 mandates that "each district school board shall adopt a policy of zero tolerance for crime and substance abuse and victimization of students…" whenever and wherever students are under the jurisdiction of the school district. The law requires that expulsion be recommended for any student at school or

at a school-related function that was determined to have had possession of a firearm or weapon as defined in Chapter 790, or any student making a threat or false report as defined by state statutes 790.162 and 790.163.

Simulating a firearm or weapon while playing or wearing clothing or accessories that depict a firearm or weapon or express an opinion regarding a right guaranteed by the Second Amendment to the United States Constitution is not grounds for disciplinary action or referral to the criminal justice or juvenile justice system under Chapter 790 or s.1006.13. Simulating a firearm or weapon while playing includes, but is not limited to:

- ❑ Brandishing a partially consumed pastry or other food item to simulate a firearm or weapon.
- ❑ Possessing a toy firearm or weapon that is 2 inches or less in overall length.
- ❑ Possessing a toy firearm or weapon made of plastic snap-together building blocks.
- ❑ Using a finger or hand to simulate a firearm or weapon.
- ❑ Vocalizing an imaginary firearm or weapon.
- ❑ Drawing a picture, or possessing an image, of a firearm or weapon.
- ❑ Using a pencil, pen, or other writing or drawing utensil to simulate a firearm or weapon.

A student may be subject to disciplinary action if simulating a firearm or weapon while playing that substantially disrupts student learning, causes bodily harm to another person, or places another person in reasonable fear of bodily harm. The severity of consequences imposed upon a student including referral to the criminal justice or juvenile system, must be proportionate to the severity of the infraction and consistent with school board policies for similar infractions.

In fulfilling this statutory requirement, we have incorporated the specified legal definitions into the language of the Code of Student Conduct. Regardless of language to the contrary in federal or Florida Law, possession of a firearm, electric weapon or destructive device on the property of any school, school bus, or school bus stop is prohibited. This prohibition includes firearms in motor vehicles parked in parking lots, or anywhere on any school property.

Certain disruptive behavior(s) will be reported to law enforcement authorities as defined by the state SESIR codes. A referral by law enforcement to the criminal justice or juvenile delinquency system must be made on all violent acts noted below and weapon charges as defined in the Gun Free School Act of 1994 & F.S.790.115. The following are prohibited on any school property (including parking areas), school bus, school bus stop, and school sponsored event:

- ❑ Any weapon which will or is designed to or may readily be converted to expel a projectile by the action of an explosive.
- ❑ The frame or receiver of any weapon described above.
- ❑ Any firearm muffler or firearm silencer.
- ❑ Any explosive, incendiary, or poison gas, bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one-quarter ounce, mine or similar device.
- ❑ Any weapon which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than one-half inch in diameter. Any combination of parts either designed or intended for use in converting any device into any destructive device described in the two immediately preceding examples, and from which a destructive device may be readily assembled.
- ❑ Any Firearm.
- ❑ Any weapon as defined in Florida Statute 790.00 (13).

Incidents defined in the next section of this Handbook will be reported and may result in criminal prosecution. If the infraction involves a victim, the school shall notify the victim and parents, if a minor, of the infraction and the victim's right to press charges against the offender. The Clay County District Schools will take all steps necessary to protect the victim of any violent crime from any further victimization. Florida law prohibits any student that commits any of the felony offenses specified by s.985.455(2)., against another student from attending school with, or riding the same school bus as, the victim or any sibling of the victim. All school personnel will be made aware of the Student Victimization and Zero Tolerance Rule Chapter 2009-53.

Infractions that fall under Zero Tolerance Rule are defined by the Florida Department of Education through the School Environmental Safety Incident Reporting (SESIR) and receive the most severe consequences provided for by School Board Policy.

THE DISTRICT MAY ASSIGN MORE SEVERE CONSEQUENCES THAN NORMAL WHEN THE STUDENT APPEARS MOTIVATED BY HOSTILITY TOWARD THE VICTIM'S REAL OR PERCEIVED RACE, RELIGION, COLOR, SEXUAL ORIENTATION, ETHNICITY, ANCESTRY, NATIONAL ORIGIN, POLITICAL BELIEFS, MARITAL STATUS, AGE, SOCIAL AND FAMILY BACKGROUND, LINGUISTIC PREFERENCE, DISABILITY, OR WHEN THE OFFENSE IS DETERMINED TO BE GANG- RELATED.

Student Accountability, Discipline, and Misconduct

Self-direction and personal responsibility are goals of Clay County District Schools. Students must be accountable for their actions, and CCDS recognizes that effective student discipline is a major contributor to the creation of a positive and productive learning environment for all students. In accordance with state law, CCDS uses this student/parent handbook as a written code of conduct, based upon the principle that every student is expected to follow accepted rules of conduct and show respect for persons of authority. Certain behavior, especially behavior that disrupts the classroom, is unacceptable and may result in disciplinary action. Clay County District Schools uses proportionate disciplinary action and/or restorative practices ~~disciplinary interventions and consequences~~ to keep students engaged in learning.

Teachers and other instructional personnel shall have the authority to undertake any of the following actions in managing student behavior and ensuring the safety of all students in their classes, on school grounds, and at school sponsored events.

- ❏ Establish classroom rules of conduct that includes positive reinforcement of desired behaviors.
- ❏ Establish and implement consequences, designed to modify undesired behavior.
- ❏ Methods may include:
    - ❏ monitoring student behavior through short-term progress reports.
    - ❏ conferences and/or contracts between administrators, parents, teachers, and students.
    - ❏ referrals to school or district services, e.g., school social worker~~, district mental health therapist,~~ school counselor, and/or district mental health therapist, etc.

The Code of Student Conduct defines infractions that have been committed by students while under the supervision of district staff or designees.

- ❏ A major consideration in the application of the Code of Student Conduct is the identification of the most appropriate disciplinary action necessary to bring about positive student behavior. To that end, ~~specific grounds for disciplinary action have been divided into four subgroups and a variety of administrative~~

~~actions have been suggested or mandated. The infractions in various subgroups represent a continuum of misbehavior based on the seriousness of the act and the frequency of occurrences. Infractions classified at Level I are relatively minor and involve acts which only minimally disrupt the orderly conduct of the educational process in the classroom. By contrast, Level IV misconducts involve criminal acts or acts that cause extreme disruption and are so serious that they represent a direct and immediate threat to the welfare of other individuals. See Appendix A for Codes and definitions.~~specific grounds for disciplinary action have been divided into three categories: the offense, disciplinary actions, and restorative practices. Administrators may choose the discipline for each event.

- ❑ It is important to note that the administrator and teacher, consistent with the power delegated to him/her, has the authority to take additional or more severe administrative action under this Code if, in his/her opinion, the nature of the misconduct warrants it.

- ❑ Each classroom teacher should deal with general classroom disruption by taking in-class disciplinary action, by making a personal call to the parents or guardians when feasible, and by scheduling conferences with parent(s) or guardian and other school staff. Only when the action taken by the teacher is ineffective, or the disruption is sufficiently severe, should the student be referred to the principal or his/her designee. Teachers will be notified of the results of the action taken.

Hearing Office

The Student Hearing Office is designed for circumstances that warrant District-level review of intervention beyond a school administration decision. This is the case for zero-tolerance infractions, as well as school-based decisions that a parent wishes to appeal.

Hearings will be conducted pursuant to Florida Statutes 1006.07(1)(a) and 1006.08(1). Suspension hearings are exempted from provisions of Ch. 120 F.S. Expulsion hearings shall be governed by F.S. 120.57(2) and are exempt from F.S. 286.0111.

Florida Statute 1003.32(4) and 1006.09(1)(a), along with School Board policies of the Clay County District Schools, give teachers and other school staff who have control and direction of students assigned to them by the principal or the principal's designee, the authority to remove students who are disobedient, disrespectful, violent, abusive, uncontrollable or disruptive to the learning environment. If the teacher requests the student not be returned to the classroom, the principal may not return the student to that teacher's class without the teacher's consent. In the event of a disagreement on the student's return to the teacher's classroom, a committee determines that such placement is the best or only available alternative.

Due Process Procedures

Students will be informed of the infraction and have the opportunity to be heard before disciplinary action. Students will be notified of the school rules that have been violated, either verbally or in writing, by an administrator or designee. Students will be given the right to present evidence or provide a list of witnesses concerning the charges. The following steps will be taken to guarantee due process:

- ❑ Proper notification of the infraction or complaint against the student and proposed disciplinary action.
- ❑ Explanation of evidence against the student.
- ❑ Opportunity to present evidence and/or provide a list of witnesses on their behalf.
- ❑ Opportunity to refute charges with an administrator/designee.

In-School Suspension

In-school suspension (ISS) is a strategy used to discipline students for their behavior while ensuring that they continue to participate in learning activities. It consists of students being removed from their classroom

environment, and spending their day or assigned time working on their class work in a designated location for these students. Adult supervision and assistance will be provided to students with their assignments and activities.

The goals and primary student outcomes of ISS are:

- Allows students to continue with school work.
- Gives students a "time out" to regroup and refocus.
- Provides the student an opportunity to remediate behavioral concerns.
- Keeps students in their school routine.
- Makes transition back into a regular school day easier.

In-School Suspension For Students With Disabilities

Like all students, students with disabilities can be placed in ISS for violating the school's code of conduct. However, the Individuals with Disabilities Education Act (IDEA) requires schools to follow additional procedures when placing students with disabilities in ISS.

Students with Disabilities Must Be Able to:

- **Appropriately progress in the general curriculum.** Generally, this means that the student is receiving all of their regular education assignments and that regular education teachers are involved in the setting, either through supervising it or making regular appearances there.
- **Receive the services specified on the child's IEP or 504.** Generally this means that the student is receiving an appropriate amount of specialized instruction, supplementary aids and services, and all related services (E.g. – Speech, OT/PT, Adaptive PE, Counseling, etc.).
- **Participate with nondisabled students to the same extent.** This means that the student is not in a setting that is exclusively for students with disabilities or that he is permitted to leave the setting to attend certain activities with nondisabled peers.

The ISS program should include both an academic and behavioral component. The behavior component should address the specific behavior for which the student is placed in ISS.

Note: The school does not have to include ISS in counting removal days if, during the suspension, it affords the student the opportunity to continue to progress in the general curriculum, receive ESE services, and participate with non-disabled peers.

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Out of School Suspension, Alternative Placement, and Expulsion

Clay County District Schools may consider the following factors to determine whether to suspend or expel a student:

- ❑ Age;
- ❑ Disciplinary history;
- ❑ Eligibility as a student with a disability;
- ❑ Seriousness of the infraction;
- ❑ Threat posed to other students and staff; and
- ❑ Likelihood that a lesser intervention would properly address the violation.

In matters involving student behavior which may result in the suspension or expulsion of a student, it is district policy that the family will be provided the opportunity to be involved in all such disciplinary procedures.

Out of School Suspension

A school principal may suspend a student from all classes of instruction on school grounds and all other school sponsored activities, except as authorized by the principal or principal's designee, for persistent disobedience and/or gross misconduct. Principals take this action when they have exhausted informal and other formal disciplinary strategies, or when they have at least considered those alternatives and rejected them as inappropriate in a given situation.

Pursuant to Florida Statute 1006.09(1)(b), no student who is required by law to attend school shall be suspended for unexcused tardiness, or absences. Therefore, suspension is not an appropriate disciplinary action for truancy as it relates to students who fall within the mandatory state attendance requirements.

Procedures for OSS

- ❑ Prior to suspension, the student shall be advised of why he/she is being suspended (i.e., infraction code), be provided an opportunity to refute the charges verbally or through a written statement , and be given an opportunity to submit to the administrator a list of names of other individuals who might have witnessed the incident. It should be noted that any statement a student makes may be used, along with other documentation, to prove whether the student is guilty or not guilty of the infraction.
- ❑ If the student is found to be guilty of the misconduct, determination of the suspension will be provided in writing through the notification of consequences.
- ❑ Written notice such as a copy of the electronic referral and a notification of consequences shall be sent to the parent(s) or guardian by mail within 24 hours, ~~regarding the reason disciplinary action was taken~~. All reasonable attempts to conference with the parent via phone or in person must be made during the suspension process.
- ❑ If the immediate suspension of the student is justified because the student's presence endangers others or school property, the necessary notice and conference, if requested, will follow as soon as possible.
- ❑ The school is required to provide all work assignments to be completed by the student.
- ❑ Principal Review will be held for any student referred to the hearing office.

Appeal of Suspension/Principal Review

- ❑ The school principal, after reviewing the case with the parent or adult student, will either affirm or adjudicate the length of suspension as originally stated in the suspension notification during a Principals review. ~~or reduce the length of suspension upon consideration of the results of the principal review conference.~~ This change shall be made on the electronic referral in the Student Information System.
- ❑ The parent, or adult student, at the ~~initial conference~~ Principal's Review should be advised of his/her right to appeal the action to the Hearing Office.

- ❑ If the parent/guardian, or adult student feels that they were not afforded due process at the Principal's Review, ~~or disagree with a result at the school,~~ he/she shall appeal to the Hearing Office in writing within 3 days.
- ❑ The Hearing Office shall ~~hear any additional testimony that may be deemed necessary~~ review the case to rectify any procedural errors.
- ❑ The Hearing Office recommendation will be presented back to the school for a modification of the original suspension decision or uphold the original suspension. ~~and add to it other disciplinary actions.~~

Alternative Learning Placement

The removal of a student from the traditional educational setting to an alternative learning placement with continued educational services.

Expulsion

Expulsion is the removal of the right and obligation of a student to attend a public school under conditions set by the school board, and for a period of time not to exceed the remainder of the term or school year and one (1) additional year of attendance. Expulsions may be imposed with or without continuing educational services and shall be reported accordingly. All Level IV infractions and Level III infractions that are especially egregious, violent, or otherwise significant enough to warrant such a decision will be considered for expulsion.

Procedures for Alternative Learning Placement/Expulsion/District Hearing Office

- ❑ Prior to a meeting with the District Hearing Office, a Principal's Review will be held to advise the student ~~shall be advised by the principal~~ as to why he/she has been recommended for alternative learning placement and/or expulsion, be provided with an opportunity to refute the charges in a meeting with the principal or principal designee, and be given the opportunity to submit to the administrator a list of names of other individuals who might have witnessed the incident leading to the recommendation.
- ~~❑ At the principal hearing, the parent or adult student may request to have any willing witnesses that they deem appropriate who were involved in the case be present.~~
- ❑ The parent or adult student shall also be advised in the Principal Review ~~hearing~~ of the right to appeal and be advised of the appeal procedures to the District ~~Discipline Review Committee~~ Hearing Office.
- ❑ Once the ~~principal hearing~~ Principal Review is completed, a referral is made to the Hearing Office for final review and consideration of expulsion recommendation to the Superintendent.
- ❑ The District Hearing Office will determine if sufficient basis is found for a recommendation to an alternative learning placement or expulsion to the School Board.
- ❑ ~~If the parent or adult student feels they have not been afforded a fair hearing at the school and district level, they have the right to request in writing a hearing before the School Board.~~

In the event that a student who has been recommended for expulsion withdraws from the Clay County District Schools, the expulsion proceedings with the School Board shall continue as though the student had not withdrawn. The Superintendent and School Board shall not delay action on an expulsion recommendation pending re-entry/reregistration of the student in Clay County District Schools.

Clay County District Schools will uphold and enforce disciplinary proceedings from other public school districts. A student who has been expelled from another school district, shall not be permitted to transfer, enroll, or be admitted into a Clay County District School. If a student was expelled with services or alternatively placed in another district, Clay County District Schools will uphold said expulsion or alternative disciplinary placement.

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Reports To Law Enforcement Agencies

The School Board views criminal acts committed by students to be extremely serious. In addition to School District disciplinary action, criminal acts will be reported to the appropriate law enforcement agency as outlined in the School District's zero tolerance policy. These include:
Must be reported as a SESIR incident and shall be reported to Law Enforcement:

- ❑ Aggravated Battery
- ❑ Breaking and Entering Burglary
- ❑ Drug Sale/Distribution excluding Alcohol
- ❑ Grand Theft >$750
- ❑ Homicide
- ❑ Sexual Battery
- ❑ Kidnapping
- ❑ Physical Attack
- ❑ Robbery
- ❑ Sexual Assault
- ❑ Weapons Possession

Must be reported as a SESIR incident and is expected to include consultation with Law Enforcement to determine if Law Enforcement action is required:

- ❑ Alcohol
- ❑ Arson
- ❑ Disruption on Campus Major
- ❑ Drug Use-Possession excluding Alcohol
- ❑ Hazing
- ❑ Larceny-Theft<$750
- ❑ Sexual Harassment
- ❑ Sexual Offenses Other
- ❑ Threat/Intimidation
- ❑ Trespassing
- ❑ Vandalism<$1000
- ❑ Other Major

Must be reported as a SESIR incident, but MAY NOT need to include consultation with Law Enforcement:

- ❑ Bullying
- ❑ Fighting
- ❑ Harassment
- ❑ Tobacco-Nicotine

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"Reported To Law Enforcement" means that an official action was taken by a School Resource Officer or a Local Law Enforcement Officer such as: a case number was assigned, a report was filed, an affidavit was filed, a civil citation was issued, an investigation was conducted and found to be an incident reportable as a SESIR, or an arrest was made. The presence of, notification of, or consultation with a Law Enforcement Officer, or SRO, is not sufficient for an incident to be coded as "Reportable To Law Enforcement."

Investigations of Suspected Student Misconduct

In order to protect the safety and welfare of students and school personnel, and to maintain order and discipline on school property or at school-sponsored activities or events, school authorities may search a student's locker or desk and its contents, personal property, or automobile under the circumstances described in policy and may seize any illegal, unauthorized, or contraband materials.

School lockers, desks, and other storage areas provided for student use on school premises are school property and remain at all times under the ownership and control of the school. Lockers, desks, and storage areas, as well as the contents therein, are subject to inspection at any time, without notice and without cause, at the discretion of the Clay County District Schools. No student shall lock or impede access to any locker or storage areas except with a lock provided or approved by school authorities. Searches of a student's person or personal effects such as a backpack, purse, book bag, electronic devices, motor vehicle, etc., within the school or on school grounds may be conducted by the principal or designee when that official has reasonable grounds to suspect that the search will uncover evidence of a violation of Board and/or district policies, school rules, or federal, state, or local laws or uncover the presence of an item that presents an immediate danger of physical harm or illness to any person.

Tobacco, Vapes, Drugs, and Alcohol

Clay County District Schools is committed to promoting the general health, welfare, and well-being of our school community. Consequently, it is district policy that no student shall be permitted to use, be under the influence of, possess, distribute, gift, purchase, exchange, or sell any tobacco product, alcohol, or illegal drug while on district property, at district or school-sanctioned activities or events, when students are being transported in vehicles dispatched CCDS or one of its schools, and off school property when such conduct has a nexus to school or any district curricular or non-curricular activity or event. As used in this policy, "illegal drugs" are all substances defined under either federal statutes as "drugs" or "controlled substances," or state statutes as a controlled substance including marijuana or marijuana concentrate as well as counterfeit or synthetic illegal drugs and substances falsely represented as being drugs. As used in this policy, "drugs" also are legal and illegal drugs not properly possessed under state or federal law. An exception to this policy will be made for the administration of medical marijuana in accordance with state law and district policy. As per Florida Statute 1006.09(8): School personnel are REQUIRED to report to the principal or the principal's designee any suspected unlawful use, possession, or sale by a student of any controlled substance as defined in s.893.02; any counterfeit controlled substance as defined in s.831.31; any alcoholic beverage as defined in s.561.01(4); or model glue. School personnel are exempt from civil liability when reporting in good faith to the proper school authority suspected unlawful use, possession, or sale by a student. Only a principal or principal's designee is authorized to contact a parent or legal guardian of a student regarding this situation.

Compliance with the standards of conduct set forth in this policy and its accompanying regulations are mandatory for all students. A violation shall subject a student to appropriate disciplinary action, up to and

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including expulsion and referral for prosecution. For tobacco violations, students may have the option to complete an alternative to suspension program, in lieu of other disciplinary procedures.

All students, families, and community members are expected to be aware of the prohibited conduct addressed in district policy and comply with the prohibitions. Failure to comply may result in student discipline up to and including expulsion; or family member or community member trespass from district property.

“School property” means all property owned, leased, rented, or otherwise used or contracted for by a school. This includes, but is not limited to: all buildings used for instruction, administration, support services, maintenance, or storage; the grounds surrounding those buildings if the school is authorized to exercise dominion and control over the grounds; and all vehicles used by the school for transporting students, workers, visitors, or other persons.

“Tobacco product” means any product that contains nicotine or tobacco or is derived from tobacco and is intended to be ingested, inhaled, or applied to the skin of an individual. “Tobacco product” does not include any product that has been approved by the appropriate federal agency as a tobacco use cessation product. However, due to the wide range of nicotine levels available in tobacco cessation products, the school may request a written document from a medical provider, for anyone under the age of 18, detailing dosage recommendation for tobacco cessation product use. “Use” means the lighting, chewing, smoking, inhaling, vaporizing, ingesting or application of any other tobacco substance.

Weapons in School

The possession and/or use of a weapon by a student is detrimental to the welfare and safety of students and school personnel within the district. Carrying, bringing, using, or possessing a weapon in any school building, on school grounds, in any school vehicle, or at any school-sponsored activity without the authorization of the school or the school district is prohibited.

Firearms

Any student who is determined to have brought a firearm or weapon (as defined in Chapter 790.115(1), F.S.) to school, onto any school ground (including parking areas), to any school function, or onto any school-sponsored transportation and for making threats or false reports against a person or persons (as defined in F.S. 790.162 and 790.163) is automatically recommended to be expelled for not less than one full year.

The Superintendent may consider the one year expulsion on a case by case basis and request the School Board to modify the requirement, including placement in an alternative program if in the best interest of the student and school system.

- ❏ Possession of an artificial firearm is an automatic suspension and possible expulsion recommendation to the Superintendent.

Striking or Threatening a School Board Employee

Infractions include:

- ❏ Striking a school board employee.
- ❏ Threatening or attempting bodily harm when the person being threatened feels that the threat is real and may be carried out.

Procedures for investigating the striking or threatening of school district employees will include, but no be limited to, the following:

- ❑ Collect all relevant information, including witness statements.
- ❑ Consult with law enforcement at the staff member's direction; school administration and the district Human Resources office should assist the staff member if needed in notifying CCEA or CESPA.
- ❑ Notify the parent of the incident; notice the family with a certified letter of principal review.
- ❑ Issue suspension notice with recommendation for expulsion (see ESE guidelines if student is a Student with Disabilities; a ten-day recommended suspension must be addressed at the district meeting).
- ❑ Notify the Hearing Office by sending paperwork and recommendations.
- ❑ Recommendations may include temporary placement in an appropriate alternative setting prior to any district level hearing.
- ❑ The Superintendent or designee will convene the District Discipline Review Committee to investigate the incident. The Superintendent or designee will select the members of the committee, including members of the Clay County Education Association (CCEA) or Clay Educational Staff Professional Association Local 7409 (CESPA) when the injured staff member presses charges. If the district employee chooses to press charges, they can attend the district-wide meeting.
- ❑ The student must attend the review meeting. Unusual circumstances that prevent their participation should be processed as part of the discipline backup material.
- ❑ The committee will present its findings to the Superintendent through the Hearing Office for his expulsion recommendation to the School Board.

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Discipline Action Matrix

All infractions can be paired with multiple actions as set forth in the guidelines for assessing consequences of student misconduct. School principals have the discretion to deviate from these guidelines by assessing an appropriate consequence other than ones stated in the guidelines if it is determined that there are mitigating or aggravating circumstances. Clay County District Schools has implemented the use of restorative practices designed to strengthen relationships. Restorative practices focus on responsibility/accountability, repairing harm, communication, and appropriate responses.

The nature of the misbehavior and the student's past disciplinary record may be considered in disciplinary action under progressive discipline. Students may be referred for mental health services as indicated by need and history. The school district employee who is supervising the student or who observes the misbehavior should intervene in the misconduct. If repeated misbehavior or further action is necessary the school district employee should refer the student to the school administrator. After hearing the student's explanation, consulting with staff members and investigating as necessary, the administrator will decide on disciplinary action and/or restorative practice.

Following are disciplinary actions~~/interventions~~ and/or restorative practices that can be used to address student misconduct. Each disciplinary action~~/intervention~~ and/or restorative practice is coded in the Student Information System (SIS) to guide the user when choosing which action/intervention to apply. ALL INFRACTIONS REQUIRE PARENT CONTACT SUCH AS A CONFERENCE. More than one disciplinary action~~/intervention~~ and/or restorative practice can be used for a single incident. ~~Inside the parentheses next to an action is the maximum number of days recommended for that action.~~

It is strongly encouraged that a disciplinary action~~/intervention~~ and/or restorative practice ~~that~~ is focused on building better coping skills or desired behavior be used when an exclusionary action is also utilized.

Elementary

Elementary Level 0			
Incident Description	**~~1st~~ Incident**	**~~2nd~~ Incident**	**~~3RD~~ + Incident**
BIT: Behavior Incident Tracking	• ~~Restorative Practices Confiscation~~ • ~~Letter of Apology~~ • ~~School Defined: Consequence~~	• ~~Conference~~ • ~~Restorative Practice~~ • ~~Confiscation~~ • ~~Letter of Apology~~ • ~~Silent Lunch~~ • ~~School Defined: Consequence~~	• ~~Conference~~ • ~~Restorative Practices~~ • ~~Confiscation~~ • ~~Letter of Apology~~ • ~~Silent Lunch~~ • ~~School Defined: Consequence~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Consultation(s)~~

~~MUL: Multiple Level 2 Referrals~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~	• ~~OSS (10)~~ • ~~Hearing Office~~
~~RCE: Room Clearing Event~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultation~~ • ~~ISS (3)~~ • ~~OSS (1)~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultation~~ • ~~ISS (3)~~ • ~~OSS (1)~~	• ~~OSS (10)~~ • ~~Hearing Office~~
~~SAO: Felony Charges filed outside of the school~~	• ~~OSS (10)~~ • ~~Hearing Office~~	• ~~OSS (10)~~ • ~~Hearing Office~~	• ~~OSS (10)~~ • ~~Hearing Office~~
~~VBC: Violation of Behavior Contract~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~ISS (3)~~ • ~~OSS (1)~~	• ~~Restorative Practices~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (5)~~ • ~~OSS (3)~~	• ~~Restorative Practices~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~Hearing Office~~ • ~~ISS (10)~~ • ~~OSS (10)~~
UBL: Unsubstantiated Bullying	• ~~Restorative Practices~~ • ~~Loss of Privileges~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~Consultations~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~Consultations~~
UHR: Unsubstantiated Harassment	• ~~Restorative Practices~~ • ~~Loss of Privileges~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~Consultations~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~Consultations~~

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Level 0/Minor Offenses		
Incident Description	**Disciplinary Actions**	**Restorative Practices**
• BIT: Behavior Incident Tracking • UBL: Unsubstantiated Bullying • UHR: Unsubstantiated Harassment	• Letter of Apology • Loss of Privileges • Warning/Verbal Reprimand • Time Out • School Defined Consequence	• Check In/Check Out with Identified Staff Member • Student Conference • Parent Contact • Counseling • Teach/Reteach Student Expectations • Reflection Sheet • School Defined Practice

Elementary Level 1			
Incident Description	~~**1st Incident**~~	~~**2nd Incident**~~	~~**3+ Incident**~~
DRS: Dress Code Violation	• ~~Restorative Practices~~	• ~~Restorative Practices~~ • ~~Loss of Privileges~~	• ~~Restorative Practices~~ • ~~Loss of Privileges~~ • ~~Behavior Contract~~ • ~~ISS (1)~~
PRO: Profanity/ Obscene Language or Gesture	• ~~Restorative Practices~~ • ~~Loss of Privileges~~	• ~~Restorative Practices~~ • ~~Loss of Privileges~~	• ~~Restorative Practices~~ • ~~Loss of Privileges~~ • ~~Behavior Contract~~ • ~~ISS (1)~~
FLS: Providing False Information/ Forgery	• ~~Restorative Practices~~ • ~~Loss of Privileges~~ • ~~ISS (1)~~	• ~~Restorative Practices~~ • ~~Loss of Privileges~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~ISS (3)~~	• ~~Restorative Practices~~ • ~~Loss of Privileges~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~ISS (5)~~
SKP: Skipping Class	• ~~Restorative Practices~~ • ~~Loss of Privileges~~ • ~~Detention~~	• ~~Restorative Practices~~ • ~~Loss of Privileges~~ • ~~Detention~~	• ~~Restorative Practices~~ • ~~Loss of Privileges~~ • ~~Detention~~ • ~~Behavior Contract~~ • ~~Consultations~~ • ~~ISS (1)~~

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~~RTF: Response to a Confrontation/ Combatant~~	~~• Restorative Practices • Loss of Privileges • Detention • ISS (1)~~	~~• Restorative Practices • Loss of Privileges • Detention • ISS (3)~~	~~• Restorative Practices • Loss of Privileges • Detention • Behavior Contract • ISS (3)~~
TAR: Tardy	~~• Parent/Guardian Contact~~	~~• Parent/Guardian Contact~~	~~• Restorative Practices • Loss of Privileges • Attendance • Contract • Detention~~
VCR: Violation of Classroom Rule	~~• Restorative Practices • Loss of Privileges~~	~~• Restorative Practices • Loss of Privileges • Behavior Contract • Detention • ISS (2)~~	~~• Restorative Practices • Loss of Privileges • Behavior Contract • Detention • ISS (5)~~

Level 1/ Minor Offenses		
Incident Description	**Disciplinary Actions**	**Restorative Practices**
• DRS: Dress Code Violation • PRO: Profanity/Obscene Language or Gesture • FLS: Providing False Information/Forgery • SKP: Skipping Class • TAR: Tardy • VCR: Violation of Classroom Rule	• Loss of Privileges • Contract • School Detention • Work Detail/School Chores • ISS (1-5) • School Defined Consequence	• Check In/Check Out with Identified Staff Member • Student Conference • Parent Contact • Counseling • Teach/Reteach Student Expectations • Reflection Sheet • Letter of Apology • School Defined Practice

Elementary Level 2			
Incident Description	**1st Incident**	**2nd Incident**	**3+ Incident**

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ABS: Abuse of School Property - vandalism under $1000	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~ISS (3)~~ • ~~OSS (1)~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (5)~~ • ~~OSS (3)~~ • ~~BUS Suspension (5)~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (5)~~ • ~~OSS (5)~~ • ~~BUS Suspension (10)~~
DEF: Defiance/ Disrespect Insubordination	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (3)~~ • ~~OSS (1)~~	• ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~FEP~~ • ~~ISS (5)~~ • ~~OSS (3)~~ • ~~BUS Suspension (3)~~	• ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~FEP~~ • ~~ISS (5)~~ • ~~OSS (5)~~ • ~~BUS Suspension (10)~~
DSP: Dispute/Student to Student Confrontation	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (5)~~ • ~~OSS (3)~~ • ~~BUS Suspension (5)~~ • ~~Threat Assessment~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (10)~~ • ~~OSS (5)~~ • ~~BUS Suspension (10)~~ • ~~Threat Assessment~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (10)~~ • ~~OSS (5)~~ • ~~BUS Suspension (10)~~ • ~~Threat Assessment~~ • ~~Hearing Office~~
LVS: Leaving School Without Permission	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (3)~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (5)~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (10)~~ • ~~Hearing Office~~

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POS: Possession of Inappropriate Object	~~Restorative Practices~~ ~~School Defined: Consequence~~ ~~School Defined: A.T.O.S.S.~~ ~~Detention~~ ~~Loss of Privileges~~ ~~Consultations~~ ~~ISS (5)~~ ~~OSS (3)~~	~~Restorative Practices~~ ~~School Defined: Consequence~~ ~~School Defined: A.T.O.S.S.~~ ~~Behavior Contract~~ ~~Detention~~ ~~Loss of Privileges~~ ~~Consultations~~ ~~ISS (10)~~ ~~OSS (5)~~	~~OSS (10)~~ ~~Hearing Office~~
SPE: Student uses Profanity or Gesture/School Board Employee	~~Restorative Practices~~ ~~School Defined: Consequence~~ ~~School Defined: A.T.O.S.S.~~ ~~Detention~~ ~~Loss of Privileges~~ ~~Consultations~~ ~~ISS (5)~~ ~~OSS (2)~~	~~Restorative Practices~~ ~~School Defined: Consequence~~ ~~School Defined: A.T.O.S.S.~~ ~~Behavior Contract~~ ~~Detention~~ ~~Loss of Privileges~~ ~~Consultations~~ ~~ISS (5)~~ ~~OSS (5)~~	~~OSS (10)~~ ~~Hearing Office~~
STP: Stealing/Petty Theft < $300	~~Restorative Practices~~ ~~School Defined: Consequence~~ ~~School Defined: A.T.O.S.S.~~ ~~Detention~~ ~~Loss of Privileges~~ ~~Consultations~~ ~~ISS (3)~~ ~~OSS (3)~~	~~Restorative Practices~~ ~~School Defined: Consequence~~ ~~School Defined: A.T.O.S.S.~~ ~~Behavior Contract~~ ~~Detention~~ ~~Loss of Privileges~~ ~~Consultations~~ ~~ISS (5)~~ ~~OSS (5)~~	~~Restorative Practices~~ ~~School Defined: Consequence~~ ~~School Defined: A.T.O.S.S.~~ ~~Behavior Contract~~ ~~Detention~~ ~~Loss of Privileges~~ ~~Consultations~~ ~~ISS (10)~~ ~~OSS (10)~~ ~~Hearing Office~~
IAC: Inappropriate Conduct	~~Restorative Practices~~ ~~School Defined: Consequence~~ ~~School Defined: A.T.O.S.S.~~ ~~Detention~~ ~~Loss of Privileges~~ ~~Consultations~~ ~~ISS (3)~~ ~~OSS (3)~~	~~Restorative Practices~~ ~~School Defined: Consequence~~ ~~School Defined: A.T.O.S.S.~~ ~~Behavior Contract~~ ~~Detention~~ ~~Loss of Privileges~~ ~~Consultations~~ ~~ISS (5)~~ ~~OSS (5)~~	~~Restorative Practices~~ ~~School Defined: Consequence~~ ~~School Defined: A.T.O.S.S.~~ ~~Behavior Contract~~ ~~Detention~~ ~~Loss of Privileges~~ ~~Consultations~~ ~~ISS (10)~~ ~~OSS (10)~~ ~~Hearing Office~~

Level 2/ Major Offenses		
Incident Description	**Disciplinary Actions**	**Restorative Practices**

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• ABS: Abuse of School Property - vandalism under $1000 • DEF: Defiance/ Disrespect Insubordination • DSP: Dispute/Student to Student Verbal Confrontation • LVS: Leaving School Without Permission • POS: Possession of Inappropriate Object • SPE: Student uses Profanity or Gesture/School Board Employee • STP: Stealing/Petty Theft < $300 • IAC: Inappropriate Conduct	• Loss of Privileges • Contract • Consultation • School Detention • Work Detail/School Chores • ISS (1-10) • OSS (1-10) • Bus Suspension (1-10) • School Defined Consequence • Consultation with Law Enforcement	• Check In/Check Out with Identified Staff Member • Student Conference • Parent Contact • Counseling • Teach/Reteach Student Expectations • Reflection Sheet • Letter of Apology • FEP- Family Education Program • School Defined Practice

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Elementary Level 3			
Incident Description	~~**1st Incident**~~	~~**2nd Incident**~~	~~**3+ Incident**~~
IDT: Identity Theft	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (2)~~ • ~~OSS (2)~~ • ~~Hearing Office~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (5)~~ • ~~OSS (5)~~ • ~~Hearing Office~~	• ~~OSS (10)~~ • ~~Hearing Office~~

OMC: Other Major	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (5)~~ • ~~OSS (5)~~ • ~~Hearing Office~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (5)~~ • ~~OSS (5)~~ • ~~Hearing Office~~	• ~~OSS (10)~~ • ~~Hearing Office~~
SCE: Student Confrontation/ School Board Employee – nonphysical	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (5)~~ • ~~OSS (5)~~ • ~~Hearing Office~~	• ~~OSS (10)~~ • ~~Hearing Office~~	
TEC: Inappropriate Use of Technology	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (3)~~ • ~~OSS (3)~~ • ~~Hearing Office~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (5)~~ • ~~OSS (5)~~ • ~~Hearing Office~~	• ~~OSS (10)~~ • ~~Hearing Office~~
BRK: Breaking and Entering/Burglary	• ~~OSS (10)~~ • ~~Hearing Office~~		
BUL: Bullying/ Cyberbullying	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (3)~~ • ~~OSS (3)~~ • ~~Hearing Office~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (5)~~ • ~~OSS (5)~~ • ~~Hearing Office~~	• ~~OSS (10)~~ • ~~Hearing Office~~

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DOC: Disruption on Campus - Major Disorderly Conduct	~~OSS (10)~~ ~~Hearing Office~~		
FIT: Fighting	~~School Defined: Consequence~~ ~~School Defined: A.T.O.S.S.~~ ~~Behavior Contract~~ ~~Detention~~ ~~Loss of Privileges~~ ~~Consultations~~ ~~FEP~~ ~~ISS (10)~~ ~~OSS (5)~~ ~~BUS Suspension (5)~~	~~School Defined: Consequence~~ ~~School Defined: A.T.O.S.S.~~ ~~Behavior Contract~~ ~~Detention~~ ~~Loss of Privileges~~ ~~Consultations~~ ~~FEP~~ ~~ISS (10)~~ ~~OSS (10)~~ ~~BUS Suspension (10)~~	~~OSS (10)~~ ~~Hearing Office~~
HAR: Harassment	~~School Defined: Consequence~~ ~~School Defined: A.T.O.S.S.~~ ~~Behavior Contract~~ ~~Detention~~ ~~Loss of Privileges~~ ~~Consultations~~ ~~FEP~~ ~~ISS (3)~~ ~~OSS (3)~~ ~~BUS Suspension (3)~~	~~School Defined: Consequence~~ ~~School Defined: A.T.O.S.S.~~ ~~Behavior Contract~~ ~~Detention~~ ~~Loss of Privileges~~ ~~Consultations~~ ~~FEP~~ ~~ISS (5)~~ ~~OSS (5)~~ ~~BUS Suspension (5)~~	~~OSS (10)~~ ~~Hearing Office~~
HAZ: Hazing	~~School Defined: Consequence~~ ~~School Defined: A.T.O.S.S.~~ ~~Behavior Contract~~ ~~Detention~~ ~~Loss of Privileges~~ ~~Consultations~~ ~~FEP~~ ~~ISS (3)~~ ~~OSS (3)~~ ~~BUS Suspension (5)~~	~~School Defined: Consequence~~ ~~School Defined: A.T.O.S.S.~~ ~~Behavior Contract~~ ~~Detention~~ ~~Loss of Privileges~~ ~~Consultations~~ ~~FEP~~ ~~ISS (5)~~ ~~OSS (5)~~ ~~BUS Suspension (5)~~	
PHA: Physical Attack - including school board personnel	~~School Defined: Consequence~~ ~~School Defined: A.T.O.S.S.~~ ~~Behavior Contract~~ ~~Detention~~ ~~Loss of Privileges~~ ~~Consultations~~ ~~FEP~~ ~~ISS (5)~~ ~~OSS (5)~~ ~~BUS Suspension (5)~~	~~OSS (10)~~ ~~Hearing Office~~	

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SXO: Sexual Offenses	~~School Defined: Consequence~~ ~~School Defined: A.T.O.S.S.~~ ~~Behavior Contract~~ ~~Detention~~ ~~Loss of Privileges~~ ~~Consultations~~ ~~FEP~~ ~~ISS (5)~~ ~~OSS (5)~~ ~~BUS Suspension (5)~~	~~OSS (10)~~ ~~Hearing Office~~	
TBC: Tobacco	~~School Defined: Consequence~~ ~~School Defined: A.T.O.S.S.~~ ~~Behavior Contract~~ ~~Detention~~ ~~Loss of Privileges~~ ~~Consultations~~ ~~FEP~~ ~~ISS (5)~~ ~~OSS (5)~~ ~~BUS Suspension (5)~~	~~OSS (10)~~ ~~Hearing Office~~	
TRE: Threat/ Intimidation	~~OSS (10)~~ ~~Hearing Office~~	~~OSS (10)~~ ~~Hearing Office~~	

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Level 3/Major Offenses		
Incident Description	**Disciplinary Actions**	**Restorative Practices**

• IDT: Identity Theft • OMC: Other Major • MUL: Multiple Level 2 Referrals • RCE: Room Clearing Event • SCE: Student Confrontation/School Board Employee nonphysical • TEC: Inappropriate Use of Technology • BRK: Breaking and Entering/Burglary • BUL: Bullying/ Cyberbullying • DOC: Disruption on Campus - Major Disorderly Conduct • FIT: Fighting • HAR: Harassment • HAZ: Hazing • PHA: Physical Attack - including school board personnel • SXO: Sexual Offense • SAO: Felony Charges filed outside of the school • TBC: Tobacco • TRE: Threat/Intimidation • VBC: Violation of Behavior Contract	• Loss of Privileges • Contract • Consultation • School Detention • Work Detail/School Chores • ISS (1-10) • OSS (1-10) • Bus Suspension (1-10) • School Defined Consequence • Alternative Learning Placement • Refer to Hearing Office • Recommendation for Expulsion with or without services • Consultation with Law Enforcement	• Check In/Check Out with Identified Staff Member • Student Conference • Parent Contact • Counseling • Teach/Reteach Student Expectations • Reflection Sheet • Letter of Apology • FEP- Family Education Program • School Defined Practice

Elementary Level 4			
Incident Description	**1st Incident**	**2nd Incident**	**3+ Incident**
ALC: Alcohol	~~• OSS (10)~~ ~~• Hearing Office~~		
ARS: Arson	~~• OSS (10)~~ ~~• Hearing Office~~		
BAT: Battery	~~• OSS (10)~~ ~~• Hearing Office~~		
DRD: Drug Sale Distribution; excluding alcohol	~~• OSS (10)~~ ~~• Hearing Office~~		

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DRU: Drug Use Possession; excluding alcohol	~~OSS (10)~~ ~~Hearing Office~~	
HOM: Homicide	~~OSS (10)~~ ~~Hearing Office~~	
KID: Kidnapping	~~OSS (10)~~ ~~Hearing Office~~	
ROB: Robbery/Extortion	~~OSS (10)~~ ~~Hearing Office~~	
STL: Larceny/Theft > $300, including Motor Vehicle Theft	~~OSS (10)~~ ~~Hearing Office~~	
SXA: Sexual Assault	~~OSS (10)~~ ~~Hearing Office~~	
SXB: Sexual Battery	~~OSS (10)~~ ~~Hearing Office~~	
SXB: Sexual Harassment	~~OSS (10)~~ ~~Hearing Office~~	
TRS: Trespassing	~~OSS (10)~~ ~~Hearing Office~~	
VAN: Vandalism > $1000	~~OSS (10)~~ ~~Hearing Office~~	
WPO: Weapon Possession	~~OSS (10)~~ ~~Hearing Office~~	

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Level 4/Major Offenses		
Incident Description	**Disciplinary Actions**	**Restorative Practices**

• ALC: Alcohol • ARS: Arson • BAT: Battery • DRD: Drug sale and distribution, excluding alcohol • DRU: Drug Use Possession, excluding alcohol • HOM: Homicide • KID: Kidnapping • ROB: Robbery/Extortion • STL:Larceny/Theft > $300, including Motor Vehicle Theft • SXA: Sexual Assault • SXB: Sexual Battery • SXH: Sexual Harassment • TRS: Trespassing • VAN: Vandalism > $1000 • WPO: Weapon Possession	• OSS (10) • School Defined Consequence • Alternative Learning Placement • Refer to Hearing Office • Recommendation for Expulsion with or without services • Refer to Law Enforcement	• Check In/Check Out with Identified Staff Member • Parent Contact • Counseling • Reflection Sheet • Letter of Apology • FEP- Family Education Program • School Defined Practice

Secondary

~~UBL: Unsubstantiated Bullying~~	• ~~Restorative Practices~~ • ~~Loss of Privileges~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~Consultations~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~Consultations~~
~~UHR: Unsubstantiated Harassment~~	• ~~Restorative Practices~~ • ~~Loss of Privileges~~	• ~~Restorative Practices~~ ~~School Defined: Consequence~~ • ~~Consultations~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~Consultations~~

~~Secondary Level 1~~

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Incident Description	1st Incident	2nd Incident	3 + Incident
DRS: Dress Code Violation	• Restorative Practices • Loss of Privileges	• Restorative Practices • Loss of Privileges	• Restorative Practices • Loss of Privileges • Behavior Contract • ISS (1)
PRO: Profanity/ Obscene Language or Gesture	• Restorative Practices • Loss of Privileges	• Restorative Practices • Loss of Privileges	• Restorative Practices • Loss of Privileges • Behavior Contract • ISS (1)
FLS: Providing False Information/ Forgery	• Restorative Practices • Loss of Privileges • ISS (1)	• Restorative Practices • Loss of Privileges • Behavior Contract • Detention • ISS (3)	• Restorative Practices • Loss of Privileges • Behavior Contract • Detention • ISS (5)
SKP: Skipping Class	• Restorative Practices • Loss of Privileges • Detention	• Restorative Practices • Loss of Privileges • Detention	• Restorative Practices • Loss of Privileges • Detention • Behavior Contract • Consultations • ISS (1)
RTF: Response to a Confrontation/ Combatant	• Restorative Practices • Loss of Privileges • Detention • ISS (1)	• Restorative Practices • Loss of Privileges • Detention • ISS (3)	• Restorative Practices • Loss of Privileges • Detention • Behavior Contract • ISS (3)
TAR: Tardy	• Parent/Guardian Contact	• Parent/Guardian Contact	• Restorative Practices • Loss of Privileges Attendance Contract • Detention
VCR: Violation of Classroom Rule	• Restorative Practices • Loss of Privileges	• Restorative Practices • Loss of Privileges • Behavior Contract • Detention • ISS (2)	• Restorative Practices • Loss of Privileges • Behavior Contract • Detention • ISS (5)

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Secondary Level 2			
Incident Description	**1st Incident**	**2nd Incident**	**3 + Incident**
ABS: Abuse of School Property - vandalism under $1000	• School Defined: Consequence • School Defined: A.T.O.S.S. • Behavior Contract • Detention • Loss of Privileges • Consultations • FEP • ISS (5) • OSS (3) • BUS Suspension (10)	• School Defined: Consequence • School Defined: A.T.O.S.S. • Behavior Contract • Detention • Loss of Privileges • Consultations • FEP • ISS (5) • OSS (5) • BUS Suspension (10)	• OSS (10) • Hearing Office
DEF: Defiance/ Disrespect Insubordination	• Restorative Practices • School Defined: Consequence • School Defined: A.T.O.S.S. • Detention • Loss of Privileges • Consultations • ISS (3) • OSS (1)	• School Defined: Consequence • School Defined: A.T.O.S.S. • Behavior Contract • Detention • Loss of Privileges • Consultations • FEP • ISS (5) • OSS (3) • BUS Suspension (10)	• School Defined: Consequence • School Defined: A.T.O.S.S. • Behavior Contract • Detention • Loss of Privileges • Consultations • FEP • ISS (5) • OSS (5) • BUS Suspension (10)
DSP: Dispute/ Student to Student Confrontation	• School Defined: Consequence • School Defined: A.T.O.S.S. • Behavior Contract • Detention • Loss of Privileges • Consultations • FEP • ISS (10) • OSS (5) • BUS Suspension (5) • Threat Assessment	• School Defined: Consequence • School Defined: A.T.O.S.S. • Behavior Contract • Detention • Loss of Privileges • Consultations • FEP • ISS (10) • OSS (10) • BUS Suspension (10) • Threat Assessment	• OSS (10) • Hearing Office

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~~LVS: Leaving School without Permission~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (3)~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Attendance Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (5)~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Attendance Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (10)~~ • ~~Hearing Office~~
~~POS: Possession of Inappropriate Object~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (5)~~ • ~~OSS (3)~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (10)~~ • ~~OSS (5)~~	• ~~OSS (10)~~ • ~~Hearing Office~~
~~SPE: Student uses Profanity or Gesture/School Board Employee~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (5)~~ • ~~OSS (2)~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (5)~~ • ~~OSS (5)~~	• ~~OSS (10)~~ • ~~Hearing Office~~
~~STP: Stealing/ Petty Theft < $300~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (3)~~ • ~~OSS (3)~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (5)~~ • ~~OSS (5)~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (10)~~ • ~~OSS (10)~~ • ~~Hearing Office~~
~~IAC: Inappropriate Conduct~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (3)~~ • ~~OSS (3)~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (5)~~ • ~~OSS (5)~~	• ~~Restorative Practices~~ • ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~ISS (10)~~ • ~~OSS (10)~~ • ~~Hearing Office~~

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Secondary Level 3			
Incident Description	**1st Incident**	**2nd Incident**	**3 + Incident**
IDT: Identity Theft	• Restorative Practices • School Defined: Consequence • School Defined: A.T.O.S.S. • Behavior Contract • Detention • Loss of Privileges • Consultations • ISS(5) • OSS(5) • Hearing Office	• OSS (10) • Hearing Office	
OMC: Other Major	• Restorative Practices • School Defined: Consequence • School Defined: A.T.O.S.S. • Behavior Contract • Detention • Loss of Privileges • Consultations • ISS(5) • OSS(5) • Hearing Office • Threat Assessment	• OSS (10) • Hearing Office	

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~~SCE: Student Confrontation/ School Board Employee – nonphysical~~	~~• Restorative Practices~~ ~~• School Defined: Consequence~~ ~~• School Defined: A.T.O.S.S.~~ ~~• Behavior Contract~~ ~~• Detention~~ ~~• Loss of Privileges~~ ~~• Consultations~~ ~~• ISS (5)~~ ~~• OSS (5)~~ ~~• Hearing Office~~ ~~• Threat Assessment~~	~~• OSS (10)~~ ~~• Hearing Office~~	
~~TEC: Inappropriate Use of Technology~~	~~• Restorative Practices~~ ~~• School Defined: Consequence~~ ~~• School Defined: A.T.O.S.S.~~ ~~• Behavior Contract~~ ~~• Detention~~ ~~• Loss of Privileges~~ ~~• Consultations~~ ~~• ISS (3)~~ ~~• OSS (3)~~ ~~• Hearing Office~~	~~• Restorative Practices~~ ~~• School Defined: Consequence~~ ~~• School Defined: A.T.O.S.S.~~ ~~• Behavior Contract~~ ~~• Detention~~ ~~• Loss of Privileges~~ ~~• Consultations~~ ~~• ISS (5)~~ ~~• OSS (5)~~ ~~• Hearing Office~~	~~• OSS (10)~~ ~~• Hearing Office~~
~~BRK: Breaking and Entering/ Burglary~~	~~• OSS (10)~~ ~~• Hearing Office~~		
~~BUL: Bullying/ Cyberbullying~~	~~• Restorative Practices~~ ~~• School Defined: Consequence~~ ~~• School Defined: A.T.O.S.S.~~ ~~• Behavior Contract~~ ~~• Detention~~ ~~• Loss of Privileges~~ ~~• Consultations~~ ~~• ISS (3)~~ ~~• OSS (3)~~ ~~• Hearing Office~~ ~~• Threat Assessment~~	~~• OSS (10)~~ ~~• Hearing Office~~	
~~DOC: Disruption on Campus - Major Disorderly Conduct~~	~~• OSS (10)~~ ~~• Hearing Office~~	~~• OSS (10)~~ ~~• Hearing Office~~	

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~~FIT: Fighting~~	• ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~FEP~~ • ~~ISS (10)~~ • ~~OSS (5)~~ • ~~BUS Suspension (5)~~ • ~~Threat Assessment~~	• ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~FEP~~ • ~~ISS (10)~~ • ~~OSS (10)~~ • ~~BUS Suspension (10)~~ • ~~Threat Assessment~~	• ~~OSS (10)~~ • ~~Hearing Office~~
~~HAR: Harassment~~	• ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~FEP~~ • ~~ISS (5)~~ • ~~OSS (5)~~ • ~~BUS Suspension (5)~~ • ~~Threat Assessment~~	• ~~OSS (10)~~ • ~~Hearing Office~~	
~~HAZ: Hazing~~	• ~~OSS (10)~~ • ~~Hearing Office~~		
~~PHA: Physical Attack – including school board personnel~~	• ~~School Defined: Consequence~~ • ~~School Defined: A.T.O.S.S.~~ • ~~Behavior Contract~~ • ~~Detention~~ • ~~Loss of Privileges~~ • ~~Consultations~~ • ~~FEP~~ • ~~ISS (5)~~ • ~~OSS (5)~~ • ~~BUS Suspension (5)~~ • ~~Threat Assessment~~	• ~~OSS (10)~~ • ~~Hearing Office~~	

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SXO: Sexual Offenses	• School Defined: Consequence • School Defined: A.T.O.S.S. • Behavior Contract • Detention • Loss of Privileges • Consultations • FEP • ISS (5) • OSS (5) • BUS Suspension (5)	• OSS (10) • Hearing Office	
TBC: Tobacco	• School Defined: Consequence • School Defined: A.T.O.S.S. • Behavior Contract • Detention • Loss of Privileges • Consultations • FEP • ISS (5) • OSS (5) • BUS Suspension (5)	• OSS (10) • Hearing Office	
TRE: Threat/Intimidation	• OSS (10) • Hearing Office	• OSS (10) • Hearing Office	

Secondary Level 4			
Incident Description	**1st Incident**	**2nd Incident**	**3+ Incident**
ALC: Alcohol	• OSS (10) • Hearing Office		
ARS: Arson	• OSS (10) • Hearing Office		
BAT: Battery	• OSS (10) • Hearing Office		
DRD: Drug Sale Distribution; excluding alcohol	• OSS (10) • Hearing Office		
DRU: Drug Use Possession; excluding alcohol	• OSS (10) • Hearing Office		

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~~HOM: Homicide~~	~~• OSS (10) • Hearing Office~~	
~~KID: Kidnapping~~	~~• OSS (10) • Hearing Office~~	
~~ROB: Robbery/Extortion~~	~~• OSS (10) • Hearing Office~~	
~~STL: Larceny/Theft > $300, including Motor Vehicle Theft~~	~~• OSS (10) • Hearing Office~~	
~~SXA: Sexual Assault~~	~~• OSS (10) • Hearing Office~~	
~~SXB: Sexual Battery~~	~~• OSS (10) • Hearing Office~~	
~~SXB: Sexual Harassment~~	~~• OSS (10) • Hearing Office~~	
~~TRS: Trespassing~~	~~• OSS (10) • Hearing Office~~	
~~VAN: Vandalism > $1000~~	~~• OSS (10) • Hearing Office~~	
~~WPO: Weapon Possession~~	~~• OSS (10) • Hearing Office~~	

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Action Matrix

~~Category Action Duration~~		
~~Parent Involvement~~	~~Parent Phone Call~~	
~~Parent Involvement~~	~~Admin/Parent/Student Conference~~	
~~School Defined~~	~~School Defined: Consequence~~	
~~School Defined~~	~~School Defined: Restorative Practice~~	
~~School Defined~~	~~School Defined: Alternative to Suspension~~	~~1-3 days; 1-5 days; 1-10 days~~
~~Restorative Practice~~	~~Reflection Sheet~~	
~~Restorative Practice~~	~~Apology Letter (required for each infraction)~~	
~~Restorative Practice~~	~~Restitution~~	

~~Restorative Practice~~	~~School Chores~~	~~1-3 days; 1-5 days; 1-10 days~~
~~Restorative Practice~~	~~Peer Mediation~~	
~~Contract~~	~~Attendance Contract~~	
~~Contract~~	~~Behavior Contract~~	
~~Removal~~	~~Silent Lunch~~	
~~Detention~~	~~Detention: Class~~	~~1-3 days; 1-5 days~~
~~Detention~~	~~Detention: After School~~	~~1-3 days; 1-5 days~~
~~Detention~~	~~Detention: Saturday~~	
~~Removal~~	~~Loss of Privilege(s)/Extracurricular Activities~~	~~1-3 days; 1-5 days; 1-10 days~~
~~Consultation~~	~~ESE Department Collaboration~~	
~~Consultation~~	~~Referral to Guidance Services~~	
~~Consultation~~	~~Referral for Social Work or Mental Health~~	
~~Consultation~~	~~Referral to Family Education Program~~	
~~Consultation~~	~~Referral to Hearing Office School Bus Suspension~~	
~~Suspension~~	~~School Bus Suspension~~	~~1-3 days; 1-5 days; 1-10 days; bus expulsion~~
~~Suspension~~	~~In-School Suspension~~	~~1-3 days; 1-5 days; 1-10 days~~
~~Suspension~~	~~Out-of-School Suspension~~	~~1-3 days; 1-5 days; 1-10 days~~
~~Alt School~~	~~Alternative School Placement~~	
~~Expulsion~~	~~Expulsion~~	

Category Action		
Parent Involvement	Parent Involvement is critical to upholding the Code of Conduct	• Parent Phone Call • Admin/Parent/Student Conference
School Defined	The School has the authority to define consequences based on the offenses	• Consequence • Restorative Practice
Restorative Practice	Restorative practices help students in taking ownership of their behavior and understanding how it affects others.	• Reflection Sheet • Apology Letter (required for each infraction) • Restitution • School Chores • Peer Mediation

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Contract	Students may be placed on a contract as a way to correct behavior	• Attendance Contract • Behavior Contract • No Contact Contract
Detention	Students may be assigned detention as a consequence for Code of Conduct violations	• Silent Lunch Detention: • Class Detention • After School Detention: • Saturday Detention:
Removal	Removal from Extracurricular Activities based on Code of Conduct Violations	• Loss of Privilege(s)/Extracurricular Activities
Consultation	Consultation with various departments to ensure student needs are met	• ESE Department Collaboration • Referral to Guidance Services • Referral for Social Work or Mental Health • Referral to Family Education Program • Referral to Hearing Office • School Suspension • Bus Suspension
Suspension	Students may be suspended from school for violations of the Code of Conduct	• School Bus Suspension • In-School Suspension • Out-of-School Suspension
Alternative Learning Placement	Students may be placed at the alternative school in lieu of expulsion	• Alternative Learning Placement
Expulsion	The School Board of Clay County must hear and vote on any case of Expulsion	• Expulsion

Discipline and Students with Disabilities

The School District of Clay County is committed to providing all students with disabilities a free, appropriate public education. While this commitment includes all aspects of the disabled students' learning experience, it in no way lessens the School Board's intention to maintain a safe, orderly environment for the entire student and staff population.

Additionally, the School Board believes that the implementation of thoughtful, carefully constructed disciplinary procedures is a necessary component of student education.

Formal disciplinary actions described in the Clay County Code of Student Conduct may be used with students with disabilities when trained professionals have evidence that such strategies are appropriate to the student's conduct and contribute to his learning process. When necessary to ensure the overall safety, welfare, and/or order of the school environment, a student with disabilities may be subjected to short-term suspension with all

alternative procedures and safeguards affirmed. More serious violations may result in a recommendation for expulsion and/or an administrative placement in an Alternative Exceptional Education setting.

When working with students with disabilities, the goal is to focus on proactive strategies using positive behavioral interventions and supports with an intentionally reduced focus on exclusionary methods (i.e. out-of-school suspension). Individualized Education Plan (IEP) or 504 teams must convene when a student reaches his or her fifth day of out-of school suspension in order to proactively address the student's needs. Teams may convene any time prior to the fifth day of suspension if the need is warranted.

Procedures which govern a change of placement generally follow these guidelines:

- ❑ The district prohibits any student with a disability from being suspended out-of-school for more than ten (10) consecutive days or ten (10) cumulative days within a school year. Any disciplinary removal of a student with a disability for more than ten (10) days in a school year is considered a change of placement. If a decision is made that a change of placement will occur for a student with a disability, the student's IEP or 504 team will be convened to conduct a manifestation determination review.
- ❑ Students with disabilities who have been determined to have committed certain Level III or Level IV infractions of the Code of Student Conduct may be recommended for expulsion.
- ❑ A group of professionals trained to provide input regarding the student's disabling condition documents evidence that the on- campus expellable event is not a manifestation of this condition. The group shall include the school psychologist, appropriate Exceptional Student Education (ESE) personnel, and administrative representation of the referring campus. This group shall convene with the parents of the student recommended for expulsion to generate an appropriate Individualized Education Plan or 504 Plan.
- ❑ If it is determined that the offense is a manifestation of the disabling condition, the student may not be expelled, but may be provided services for a limited time in an alternative setting. The setting will be determined by an IEP or 504 Plan committee. For Students with Disabilities, appropriate goals and objectives to address the inappropriate behavior(s) will be reviewed or generated and will be implemented in the resulting educational setting.
- ❑ In addition to the student's placement in an appropriate ESE Program or 504 Plan, there is documented evidence of the availability of necessary support services and concentrated alternatives. Furthermore, a Functional Behavior Assessment/ Positive Behavior Support Plan (FBA/PBSP) is to be generated or reviewed and added to the IEP. For students with 504 Plan, a behavior plan will be generated or reviewed.
- ❑ A district-wide discipline hearing may be held to consider the Principal's recommendations to the Superintendent.
- ❑ The recommendations will be based on the Statement of Manifestation and the determination of eligibility for expulsion.
- ❑ After a review of the following documentation by the ESE Director or Student Services staff, the Superintendent may notify the parents (regarding) the Clay County School Board hearing schedule and the rights accorded the student at the hearing:
    - ❑ Statement of Manifestation
    - ❑ Current IEP, ~~including relevant matrix amendments~~, or 504 Plan or Least Restrictive Environment (LRE)
    - ❑ Functional Behavior Assessment/Positive Behavior Support Plan
- ❑ All Due Process Rights and Procedures are granted to students with disabilities.

- ❏ Under no circumstances shall expulsion of a student with disabilities result in a complete cessation of educational services. Students will be provided an alternative setting in order to ensure that the IEP or 504 Plan is continued.

NOTE: In reference to students with a 504 Plan, the consequences for drug or alcohol use or possession by any student with a disability are not different from non-disabled students.

Students Charged with a Felony

Pursuant to Section 1006.09(2), Florida Statutes, a student charged with a felony or delinquent act that would be a felony if committed by an adult, whether it occurred on or away from school board property, may be suspended or assigned to an alternative education program. Such assignment may be made upon determination that the student is eligible according to federal and state program criteria, and:

- ❏ the nature of the offense is such that the student poses a threat to safety of other students or personnel at school
- ❏ the student's safety is at risk by remaining in school or at a school-sponsored event with other students.

A principal can initiate this process in writing through the Hearing Office under authority of F.S. 1001.54 and guidance of F.S. 1006.13(6). Suspension pursuant to this process shall not affect the delivery of educational services to the student and the student shall be enrolled in an alternative education program. Students who are eligible for services under the IDEA or Section 504 of the Americans with Disabilities Act are subject to those procedural safeguards. The recommendation of the principal to exercise this policy must be approved by the principal supervisor.

Student Safety

Threat Management Assessment

In support of maintaining school safety, staff will investigate reports of, or evidence regarding, student behavior on or off school grounds that could pose a threat to the safety or welfare of other students or staff. Threatening or potentially dangerous behavior may include verbal, written, or non-verbal communications or gestures. Threats may be direct, indirect, conditional, or veiled. Threats may be communicated in person, electronically, through a third party, or by other intentional or unintentional means.

In assessing the potential level of danger of a student's behavior, school staff may conduct a threat assessment following district policy. Families may be invited to assist school staff in completing the assessment. However, family refusal to assist staff in completing the assessment will not prevent staff from completing those parts of the assessment about which staff is knowledgeable. Clay County District Schools may also make a determination of risk based on information received from law enforcement agencies, court personnel, mental health professionals, human services, or other agency partners.

Families will be notified when a threat assessment is being conducted, or as soon as possible after such assessment has been conducted, regarding their student. Records of student threat management assessments shall be provided to families upon request. Students may be required to participate in the development of a safety plan and comply with such a plan.

FortifyFL

FortifyFL is a suspicious activity reporting tool that allows you to instantly relay information to appropriate law enforcement agencies and school officials. It is available on the CCDS student portal, and may be downloaded to any portable device through the FLDOE website.

Random Searches

School officials or school employees designated by the principal may conduct random searches of groups of individuals if the checks are done in a minimally intrusive, nondiscriminatory manner (e.g., on all students in a randomly selected class; on every third individual entering an athletic event, etc.). Random searches may not be used to single out a particular individual or category of individuals.

If a school official or a law enforcement officer has reasonable suspicion to believe that a particular student is in possession of an illegal or unauthorized metal container, object, or weapon, he or she may conduct a metal detector check of the student's person and personal effects.

A student's failure to permit a search as provided in this policy will be considered grounds for disciplinary action, including suspension.

School personnel may conduct a search of a student's possessions, a student's locker, or any other storage area on school property or student vehicle without a warrant when school personnel have reasonable suspicion that illegal, prohibited, harmful items or substance, or stolen property may be concealed in such location. School personnel have the authority to search a student's possessions upon reasonable suspicion if the student refuses to reveal the contents inside.

School personnel are encouraged to attempt to obtain consent from a student to search for illegal, prohibited, harmful items or substance, or stolen property, but may proceed with a search without a student's consent, upon reasonable suspicion of a prohibited or illegally-possessed substance or object.

Principals are authorized to request from law enforcement the need to utilize trained dogs to detect the presence of illegally possessed substances or objects in student lockers, in student automobiles parked on campus, and any student possession that is located on campus per Florida Statute 1006.09(9).

Family and Behavior Expectations

All Clay County District Schools students and staff deserve to learn and work in an environment free from disruption, threat or intimidation. Family members and adult visitors will display appropriate and professional adult behavior in schools, during school events and at sanctioned school activities at all times. In accordance with Florida law, failure of a family member or adult visitor to act appropriately may result in the violator being prohibited (trespassed) from being on school property or attending any school sanctioned events. In cases of significant disruption, law enforcement will be contacted regarding the matter.

Student Health

Immunization

The Florida Department of Health has published the 2020-21 School Entry Immunization Requirements on their website, along with multiple resources to help families navigate the Immunization Guidelines for school-age and preschool/daycare requirements. There is a FAQ section to assist in this process.

A Certificate of Immunization (DH 680) indicating compliance with the current required schedule of immunizations must be presented prior to enrollment in school. A physical exam (performed within 1 year prior to initial enrollment in Florida public or private schools) is required for all students new to the district. (FS 1003.22)

Health Services/Screenings

At the beginning of each school year, the Clay County Schools and the Florida Department of Health in Clay County are required, by law, (F.S. 381.0056) to inform parents of the health screening program. This program is carried out to appraise, protect and promote the health of students through assisting in the early identification of health problems in the areas of hearing, vision, growth & development, dental, mental health, and scoliosis. These screenings are limited to procedures that do not penetrate the skin or anybody orifice (i.e.., any invasive screening requires written parent permission). Written requests for exemption for these services should be made to your local school within fifteen (15) days of registration.

Food Allergens

For the safety and wellness of our student body, outside foods and beverages that are not commercially prepared and/or packaged are not allowable at school events or for shared consumption. All outside foods and beverages must contain an FDA-compliant nutrition label and/or a complete list of ingredients that will allow school personnel and/or students to identify potential allergens.

Live Lice Policy

The Florida Department of Health in Clay County is committed to utilizing best practice recommendations for lice management in schools in a manner that respects the privacy of students and families. No Clay County District School (CCDS) personnel, parents of other students or unauthorized personnel other than clinic staff and school principal (on a need to know basis) will be notified of a student having lice/nits. Lice exclusions are viewed as necessary only when excessive infestations (more than 10 live lice, diagnosed by a treating health care provider) are present or there is lack of follow up with treating lice.

Per the Centers for Disease Control and Prevention, head lice can be a nuisance but they have not been shown to spread disease. Personal hygiene or cleanliness in the home or school has nothing to do with getting head lice. For more information, go to head lice information for schools from the CDC.

Both the American Academy of Pediatrics (AAP) and the National Association of School Nurses (NASN) offers the following information and advocates that school districts review policies regularly based on the following reasons:

- ❑ Many nits are more than ¼ inch from the scalp. Such nits are usually not viable and very unlikely to hatch to become crawling lice, or may in fact be empty shells, also known as ‘casings’.
- ❑ Nits are cemented to hair shafts and are very unlikely to be transferred successfully to other people.

- ❏ The burden of unnecessary absenteeism to the students, families and communities far outweighs the risks associated with head lice.
- ❏ Misidentification of nits is very common during nit checks conducted by nonmedical personnel.
- ❏ Lice are typically not spread within the school setting. Lice transmission requires close head-to head contact or the sharing of personal hair related items.

School health room staff responsibilities regarding lice in schools:

- ❏ Educate school staff regarding head lice causes, treatment and common misconceptions such as:
  - ❏ Getting head lice is not related to cleanliness of the person or his/her environment.
  - ❏ Head lice are mainly spread by direct contact with the hair of an infested person.
  - ❏ Head lice are not known to transmit disease.
  - ❏ Head lice move by crawling, not hopping or flying.
  - ❏ Head lice are not reportable to the public health departments unless there are other communicable disease related concerns.
- ❏ Educate students and their families about how to prevent lice and what to do if a family member has lice.
- ❏ Collaborate with the Public Health Department or other resources in planning assistance to families who have chronic infestation.

Treatment:
If you suspect a child has head lice, it's important to encourage the parent(s)/guardian(s) to consult with a pediatrician or family physician for proper care as soon as possible. Treatment failure may be caused by lack of response to a treatment, incorrect product usage, misdiagnosis of the original condition, or re-infestation. To help avoid these pitfalls, the physician can confirm the diagnosis, discuss treatment options, provide an appropriate recommendation, and advise parent(s)/guardian(s) on how to properly use the medication.

Key treatment considerations:

- ❏ A common approach to head lice treatment is to use an over-the-counter (OTC) medication. While these treatments have been effective in the past, resistance to some OTC head lice treatments has been reported in recent years. A 2016 study showed that 48 states now have lice that may be genetically predisposed to resistance to commonly used treatments.
- ❏ There are new prescription treatment options available that are safe and do not require nit combing.
- ❏ Parent(s)/guardian(s) should closely follow treatment instructions. Using extra amounts or multiple applications of the same medication is not recommended, unless directed by a healthcare professional.
- ❏ Family bed linens and recently used clothes, hats, and towels should be washed in very hot water and dried on the highest setting.
- ❏ Personal articles such as combs, brushes, and hair clips should be soaked in very hot water (at least 130° F) for 5 to 10 minutes.
- ❏ All household members and other close contacts should be checked, and anyone with evidence of an active infestation should be treated. All persons with active head lice should be treated at the same time.

Communicating with families:
School nurses will help educate the community about head lice and treatment options, including OTC and prescription products, through letters to parents at the beginning of the school year or during a lice outbreak, handouts in the nurse's office, and presentations during parent-teacher nights.

School nurses can also help prevent stigmatization in the community by spreading the word that head lice infest children from all backgrounds and walks of life. Anyone can get head lice, no matter how clean their home or hair is, or where they live or go to school or play.

Head Lice Protocol:

- ❏ When live lice are identified, the child's parent or guardian WILL be notified that same day by telephone stating that prompt, proper treatment must be completed before return to school after live lice diagnosis.
- ❏ There are many acceptable treatment options; however, treatment with a product that is both a pediculicide as well as ovicidal is the surest way to kill lice and prevent further re-infestation.
- ❏ Student will not be allowed to return to school until proof of treatment is presented by parent(s)/guardians(s). Acceptable proof of treatment is a health care provider note, receipt from purchase of over-the-counter lice treatment or visual confirmation from CCDS health room staff of no live lice on scalp upon students return to school.
- ❏ Notification letters should be sent home to alert parents only if a high percentage (20% or more) of children in a classroom are infested with lice.

Home Responsibilities for General Health Updates

It is the responsibility of the parent(s)/guardian to notify the school of any health condition of their student(s) which may require medication, treatment, or monitoring at school or on school-sponsored trips or activities.

It is the responsibility of the parent(s)/guardian to submit a properly executed "Authorization for Medication/Treatment" form (MIS 12470) to school administration if their student requires medication (including over the counter) or treatment to be given during the school day. Parents will be responsible for delivery and retrieval of medications to the school nurse/health designee. No medications are to be transported via the school bus system. All medications to be administered by school personnel shall be received and stored in the ORIGINAL container; this includes over-the-counter medications.

It is the responsibility of the parent(s)/guardian to notify the school immediately of any chronic or acute medical conditions a child may have and of any necessity for a child to be allowed to self-medicate during the school day. Health Services Manual may be viewed at: https://www.oneclay.net/Page/5313

Other Important Information for Families

Family Educational Rights and Privacy Act (FERPA)

The revised Family Educational Rights and Privacy Act (FERPA) became a Federal law in November, 1974 (amended 1976). The intent of this law is to protect the accuracy and privacy of student educational records. The Clay County School Board has adopted a policy for the implementation of this Act and the Superintendent of Schools has approved administrative procedures for this purpose.

Accordingly, this notice outlines the type of student information collected and how that information is maintained and released. It further indicates the school officials who have the responsibility to follow appropriate procedures regarding the information.

Section 1003.25 and Section 1002.22, F.S. mandates that each principal maintain a permanent cumulative record for each student enrolled in a public school. Such records are to be maintained according to a format prescribed by rules of the State Board of Education. These State Board Rules also define the data which must be kept.

What information is in a student's record?
Education records of a student include but are not necessarily limited to: personally identifiable data (student and parent name, address, birth date, birthplace, sex, race), academic record, standardized test results, attendance records, health data, family background information, teacher or counselor ratings and observation, psychological reports, extracurricular activities, honors and awards, list of schools attended, and any other evidence, knowledge, or information recorded in any medium and maintained and used by an educational institution or by a person acting for such institution. The principal may maintain a separate disciplinary file for students involved in misconduct to include, but not be limited to, description of misconduct, suspension notices, records of action taken, etc. As amended by NCLB (No Child Left Behind), the district will transfer disciplinary records, with respect to a suspension or expulsion, as part of the student's educational record to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full-or part-time basis, in the school (Section 4155 of the Elementary and Secondary Education Act of 1965). Confidential records created by the Department of Juvenile Justice are not included in a Student's Educational record. The destruction of student records is in accordance with a retention schedule approved by the Bureau of Archives.

Who has access to student records?
Those persons having access to student records are the School Board, the Superintendent, school personnel within a school or school district with a legitimate educational interest and others specified by Section 1002.22 F.S. A Record of Request shall be maintained in the records. These records are maintained under the direction of the principal.

What are the rights of a parent or adult student?
According to (34C.F.R. § 300.20), a parent means:

- ❑ A natural or adoptive parent of a child;
- ❑ A guardian;
- ❑ A person acting in the place of a parent (such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the child's welfare); or
- ❑ A surrogate parent; or
- ❑ A foster parent if the natural parent's authority to make educational decisions on the child's behalf has been extinguished under State law and the foster parent has an "ongoing, long-term parental relationship with the child; is willing to make the educational decisions required of parents under the Act; and has no interest that would conflict with the interests of the child."

Parents, legal guardians, or adult students (age 18 and/or in post-secondary education) have the right of access, right of waiver of access, right to revoke waiver of access, right to challenge and hearing, and right of privacy of records maintained on their child, and a right of a copy of the record (at the cost of reproduction).

Transfer, disclosure, or release of student records requires prior written consent of the parent of eligible student exceptions include:

- ❑ disclosures made to school officials with legitimate educational interests;

- ❑ disclosures made to another school at which the student intends to enroll;
- ❑ disclosures made to state or local education authorities for auditing or evaluating federal-or state-supported education programs, or enforcing relevant federal laws; and
- ❑ disclosures including information the school has designated as "directory information."

A parent who wishes to review his/her child's record should make an appointment with the principal or school counselor. School personnel are available to interpret student record information. All such requests will be honored by school officials as soon as possible. It is required that requests be honored within thirty (30) days. A copy of the Clay County Student Records Policy is available in all schools, and at the School Board offices in Green Cove Springs.

In case of divorce or legal separation, either parent may have access to a child's educational record unless an appropriate court order to the contrary has been filed with the school.

Whatever rights are vested in the parent shall pass to the student whenever the student has attained eighteen (18) years of age or is attending a postsecondary educational institution, unless the student continues to be carried as a dependent on the parent's income tax return. [Ref. 1002.22(3)] Students under age 18 may assume adult rights if they become married or are emancipated by court order. [Ref. F.S. 743.01 and 743.015] Note: Pregnant and parenting teens continue as minors unless they become married or emancipated by court order.

Parents or eligible students have the right to file a complaint with the Department of Health and Human Services concerning the alleged failure by the educational agency to comply with Section 438 of the Act. (200 Independence Avenue, S.W., Washington, D. C., 20207). F.S. 1000.21(5) defines "Parent" as: either or both parents, any guardian, or any person who is in a parental relationship to a student, or who is exercising supervisory authority in place of a parent over a student of public school age. The school district specific guidelines regarding "in-loco parentis" situations are detailed in School Board Policy 4.08.

Are there any records which the school can refuse to show a parent or eligible student?
The right to access does not pertain to the following educational records: teacher's/counselor's /administrator's personal notes and records that are not accessible to any other person except a substitute of any such person; law enforcement records which are maintained solely for their purposes; personnel records, physician, psychologist, psychiatrist records, or other recognized professional or paraprofessional records that are maintained solely in connection with treatment; letters of recommendation/evaluation which were considered confidential and entered into the record prior to July 1, 1977. No public educational institution shall maintain any report or record relative to a pupil or student which includes a copy of the pupil's or student's fingerprints. The name and address of the office that administers FERPA is: Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, D.C. 20202-5920; See additional details in F.S. 1002.22(2)(c)1-8.

What information is released without parent permission?
The School District of Clay County reserves the right for its agents to release "directory information" without prior permission of the parent or adult student. Directory information is information that is generally not considered harmful or an invasion of privacy if released. Such information will be limited to name, address, telephone number (if not unlisted), electronic mail address, field of study, age, participation in school sponsored activities, height and weight of athletic team members, dates of attendance, most recent school attended, and degrees and awards received.

This information relating to the student body in general (bulk information release) may not be released to any individual or agency unless it is normally published for the public in general. Such information may be released only to a business rendering services under contract with the School Board. Examples: the local newspapers, television, school newspaper, school yearbook, or military services.

Section 9528 of the No Child Left Behind (NCLB) Act requires local education agencies (LEAs) to provide military recruiters with the name, address, and telephone listing of secondary students. The District shall honor any request of a parent or eligible student to withhold any or all of the information relating to a particular student. Photographs are designated as directory information and annual yearbooks and other publications may customarily include student photographs. Parents or eligible students objecting to the use of specific directory information must notify the school principal of such objection in writing within the first month of the student's enrollment. Notification objecting to the use or disclosure of directory information must be in writing and either hand delivered to the Principal of the school at which the student is attending, sent by mail to the Director of Information Services/Public Records Officer at the county office of the Clay County District Schools, 900 Walnut Street, Green Cove Springs, Florida 32043 or sent by email to optoutferpa@myoneclay.net.

Personally identifiable information may be disclosed, transferred, or released without prior consent of the parent or eligible student in connection with enrollment in another school, in emergency situations, application for financial aid, research, a state statute, or an accrediting organization; a court of competent jurisdiction in compliance with an order of that court, or a lawfully issued subpoena upon the condition that the pupil or student and his parent are notified of the order or subpoena in advance of compliance therewith by the educational institution.

In preparation of cases for prosecution under the Compulsory School Attendance and Child Welfare Law (F.S. 1003.21), the school system is authorized to release pertinent data in interpretative form to the State Attorney's Office, to the Department of Juvenile Justice, and the appropriate court without parent consent.

Student Device Electronic Agreement

Please read the following carefully before electronically signing this document. This is a legally binding contract and must be signed by the student ("Student") and a Parent or Legal Guardian ("Parent/Guardian") before a Chromebook (hereafter "Electronic Device") is assigned to you.

Purpose
The primary purpose of Clay County District School's provision of access to electronic devices, network resources, and computer support services is to facilitate education and research consistent with the educational objectives of Clay County District Schools ("CCDS").

This Agreement must be signed by both the Student and the Parent/Guardian and is binding upon both parties.

Terms and Conditions
Term and Termination: This Agreement shall commence on the issue date and shall terminate at the end of the school year the agreement is signed.

Student and Parent/Guardian's Obligations
Student and their Parent/Guardian agrees to:

- ❑ Use, maintain, and keep the Electronic Device in good operating order, at their own expense, in the manner for which it was designed and intended

- ❑ Not allow or make any alterations or additions to the Electronic Device without the prior written consent of CCDS
- ❑ Return the Electronic Device to CCDS in the same condition as received on the beginning date of the Agreement, minus reasonable wear and tear
- ❑ Use the Electronic Device in ways that are not disruptive, offensive, harmful, or otherwise improper or against the acceptable use policies of CCDS
- ❑ Provide CCDS with written notice to any change in address or telephone number during the term of this Agreement

Issuing Electronic Devices
If you have an objection to your student using CCDS electronic devices, you must notify the school of your objection, in writing, within 48 hours of your receipt of this information.

Return of Electronic Device
Students are required to return the Electronic Device to the assigned school administrative office upon: · Graduation OR

- ❑ Transfer from CCDS School OR
- ❑ Temporary or permanent discontinuance of schooling OR
- ❑ Last Day of School OR
- ❑ Termination of this Agreement for Failure to Comply

Student and Parent/Guardian acknowledge that failure to return the property after notice of termination constitutes theft.

Failure to Comply
Failure to comply with any of the terms of this Agreement may result in the imposition of fines (for repair or replacement of the device), termination of the Student's ability to participate in this Program, and/or the imposition of appropriate civil or criminal penalties against Student and/or Parent/Guardian.

Criminal or Civil Liability
Student and Parent/Guardian acknowledge that they are subject to criminal prosecution or civil liability for the destruction or misuse of the device. A theft report will be filed with the local Law Enforcement if a device is reported as stolen and Student and Parent/Guardian would still be financially responsible for the Electronic Device.

Ownership of Electronic Device
The Electronic Device is, and shall remain, the property of CCDSB. Student and Parent/Guardian shall have no right, title, or interest herein or thereto except as expressly set forth in this Agreement.

Student and Parent/Guardian shall not assign or rights or obligations under this Agreement or enter into any sublease of all or any part of the Electronic Device.

Warranty
Student is being issued the device acknowledges that the device is being presented "as is" without warranty, other than any warranty provided by the manufacturer of the Electronic Device.

Lost or Damaged Electronic Device

Should the Student damage or lose the Electronic Device, the Student and Parent/Guardian will be responsible for paying all outstanding lease payments for the entire term of this Agreement or repair cost, as applicable.

Right to Audit
As permitted by law, CCDS reserves and intends to exercise the right to review, audit, intercept, access, and search the Electronic Device at will, monitor data usage and messages on the Electronic Device at any time for any reason, without notice or other restrictions.

Computer Resource Use Policies
All users of CCDS devices and network resources are required to comply with the following:

- Files, user ID's, passwords, and computer output belonging to an individual or to CCDS are considered to be personal property, but may be subject to audit by CCDS.
- Users shall not examine, change, or use CCDS or another person's files, output, or usernames for which they do not have explicit authorization.
- Users shall not deliberately attempt to degrade system performance or capability. Knowledge of systems or special passwords shall not be used to damage a system or file, or to change or remove information without authorization.
- Users shall not use the system for any illegal purpose or to enter or send any material that is obscene, pornographic, or defamatory, or material that is intended to annoy, harass, or alarm another person.
- All users shall use software only in accordance with applicable license agreements. Users shall not make unauthorized copies of any software under any circumstances. Duplication of licensed software for any purpose except for backup and archival purposes or when otherwise specifically authorized is prohibited. Users shall not give or transfer software to anyone except other authorized users of the CCDS network or device without specific approval from the CCDS. All software must be lawfully purchased or acquired.
- Use of computer systems and databases shall be limited to the purpose(s) for which access is granted. Unless such use is specifically granted, use of CCDS digital resources for personal or private use for-profit, is prohibited.
- Students are authorized to use electronic devices and network services for incidental personal use, provided such use does not interfere with the educational objectives of CCDS or overload network resources, thereby denying it to others.
- Repeated minor infractions of the Student Responsible Use Guidelines or violations of a serious nature may result in the temporary or permanent loss of network access and/or Electronic Device use. More serious violations that may result in permanent loss of network access and/or Electronic Device use include, but are not limited to, extending computing resources to unauthorized users, attempts to steal passwords or data, unauthorized use or copying of licensed software, unauthorized attachment of personal computers to the CCDS network, unauthorized use of another's account, or overloading network resources thereby denying it to others. No payments made for the Electronic Device will be refunded if network access and/or Electronic Device use is denied due to violations or infractions of any CCDS or computer use policies, whether or not such infractions are mentioned in this Agreement.
- Filtering will be provided by CCDS for school and off-site use. This filtering is a best effort to ensure that inappropriate material is not accessed by students whether in school or off site. No filtering solution is perfect, and this service is being provided free of any warranty.

Responsible Use Guidelines

Discovering Endless Possibilities

DRAFT

Technology is an integral part of the CCDS curriculum across subjects and grades in developmentally appropriate ways, and it is aligned to the competencies listed in the Florida Standards which include: seek knowledge and understanding; think critically and solve problems; listen, communicate and interact effectively; exhibit strong personal qualities; and engage and compete in a global environment.

Technology Agreement
I understand that using digital devices (whether personal or school owned) and the CCDS network is a privilege, and when I use them according to the Responsible Use Guidelines I will keep that privilege.
I understand that I have no right to privacy when using the CCDS network.

All students of Clay County District Schools agree to follow the Clay County District Schools Code of Student Conduct, school rules, and commit to the following Responsible Use Guidelines:

I will:

- use digital devices, networks, email, and software in school for educational purposes.
- keep my personal information (including home/mobile phone number, mailing address, and user password) and that of others private.
- show respect for myself and others when using technology, including social media.
- give acknowledgement to others for their ideas and work.
- report inappropriate use of technology immediately.

The **Responsible Use Guidelines** will be reviewed each school year together with students and teachers and will provide a springboard for teaching and learning around topics such as Internet safety, digital citizenship, ethical, and appropriate use of technology.

Child Abuse Reporting

All employees and agents of the District School Board are authorized and mandated by Florida Statute 1006.061 to report all actual or suspected cases of child abuse, abandonment, or neglect to the Department of Children and Families, Central Abuse Hotline (1-800-962-2873), and to provide them with the necessary information to pursue such complaints. Employees have immunity from liability if they report such cases in good faith.

Student Surveys
No Child Left Behind (NCLB) requires Local Education Agencies (LEA's) to notify parents and/or obtain parental consent prior to the administration of a student survey that is:

- ❑ part of an "applicable program" (funded in whole or in part by any program administered by the United States Department of Education (USDOE) require LEAs to obtain prior written consent of the parent.
- ❑ surveys that are created by a third party (funded by sources other than USDOE programs) required LEAs to adopt specific policies. (These surveys do not require prior written parental consent but instead require districts to offer parents the opportunity to opt the student out of participation.)

LEAs are required to make the survey instrument available for inspection by parents regardless of funding source. By request of the State of Florida, school districts administer the Florida Youth Survey (FYS) which is funded from sources other than the USDOE. The district is required to offer parents the opportunity to opt their child out of the survey.

Notice of Child Find Activities

The School District of Clay County will actively seek to locate exceptional students and maintain information on those students screened and identified as exceptional. The term “exceptional student” includes the mentally handicapped, the speech and language impaired, the deaf and hard-of-hearing, the blind and partially sighted, the physically impaired, the other health impaired, the emotionally handicapped, the gifted, the homebound or hospitalized and those with specific learning disabilities.
Information gathered may include the student’s social, emotional, physical, psychological, academic and communication behaviors and abilities. Information is collected through screening programs, check lists, teacher observations, standardized tests, and from such individuals as parents, teachers, psychologists, and other professional personnel, and the child himself. The information is used to assist in the development of appropriate educational programs for exceptional students and for reports to state and federal agencies.

Students are screened periodically for vision, hearing, speech, and academic achievement as the initial step in the process of identifying those students with suspected exceptionalities. If your child is considered for further testing, you will be invited to participate in the decision-making process in a Child Study Team meeting at your child’s school. Before you are asked to give your permission, you will be informed of the purpose of the evaluation and the procedural safeguards made available to you.

Should you have any questions, please contact your child’s principal or school counselor.

ESE Parent Notification

Notice of Procedural Safeguards for Parents of Student with Disabilities

As a parent you can access the electronic Procedural Safeguards on the district website at: https://www.oneclay.net/Page/5109. This provides information about Exceptional Student Educational programs regarding: notice, meetings, independent evaluations, records, mediation, hearings, administrative law judges, due process hearing rights, appeals of due process, placement during due process hearings and appeals, attorney’s fees, discipline including long term removals and interim alternative educational settings (IAES), consent and revocation, private school placements, local education agency complaints (LEA) and state education agency complaints (SEA).

Parental Notification of McKay Scholarship

Effective July 1, 2006, Florida Statute, Section 1002.39(5)(a)1, states that by April 1 of each year or within 10 days after an individual educational plan meeting out district must notify you of all available options. This includes informing you of the availability of the DOE toll free information hotline (1-800-447-1636) and internet website, www.floridaschoolchoice.org and offering the parents an opportunity to enroll the student in another public school within the district during the required time limit if the school is not closed or otherwise at capacity. This notice is one of several ways the district meets the Florida Statute requirements.

Notice of Request for Individuals with Disabilities Education Act Input

The Clay County Exceptional Student Education Department receives federal funding through the Individuals with Disabilities Education Act (IDEA). We solicit input from Parents, Administrators, Specialists, Teachers, Assistants, and ESE secretaries in developing our federal IDEA grants. Currently it is spent almost entirely for personnel. This includes over 150 assistants, 30 teachers, nurses, mental health counselors, secretaries, private school services, particularly speech therapy, and specialists. We also provide training for teachers and parents through the IDEA grants. Our current district goals include augmenting the autistic (ASD) program and training, and expanding PreK, InD and E/BD programs to more sites closer to home. Another goal is to

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increase specialized programs in the Oakleaf and Keystone areas and offer new VI/HI classes at additional grade levels.

For questions or additional information please contact the ESE Department at (904) 336-6866.

Use of Student Work, Video, and Photographs

From time to time, students have the opportunity to be recorded, photographed, or display artwork. Some of these recordings, photographs, schoolwork or artwork may be archived, included in the local news, on the school's CCTV or web page, and may eventually air on the School District of Clay County educational channel or be used at local, state or national conferences.

If you have an objection to your student's work or name being used for any of the above purposes, or if you object to photographs or recordings of your student being used, you must notify the school of your objection, in writing, within 48 hours of your receipt of this information.

For your information, if your student is an exceptional education student, your explicit, written permission will be obtained prior to any media release which identifies your student by name, along with his exceptionality or exceptional placement designation.

Social Media Guidelines

In accordance with the Clay County District Schools' Student Code of Conduct, the District expects students to set and maintain high ethical standards in their use of social networking. Personal use of social media may have an effect at school. While at times it is easy to tell whether social media use is school-related or personal, at other times it may be difficult to distinguish fully between different uses. Sometimes, personal social media use, including off-hours use, may result in disruption at school and the school may need to get involved. This could include disciplinary action such as a parent conference, suspension, alternative disciplinary placement, and/or expulsion. It is important to remember that infractions outlined in the CCDS Student Code of Conduct prohibiting certain types of communication also apply to electronic communication. To be safe, be in control of what you do online, even if it is during personal time.

Guidelines for Student Use of Social Media

- ❏ Think before you post. Clay County District Schools recommends that students use discretion when posting to social media sites at all times and requires that students follow the CCDS Student Code of Conduct when on school district property.
- ❏ If you see anything of concern on a fellow student's social networking page or account, you should promptly contact your school based administration, your teacher, or other school staff.
- ❏ Be thoughtful about what you share online and consider how it would appear to family, friends, colleges, and future employers. Do not post or link anything (photos, videos, web pages, audio files, forums, groups, fan pages, etc.) to your social networking site(s) that you wouldn't want anyone to access. Social media venues are public and information can be shared beyond your control.
- ❏ When responding to others, remember to be respectful and avoid comments that may be hurtful. You should refrain from using profane, obscene, or threatening language.
- ❏ Use of school or District logos or images on your personal social networking sites is prohibited. The Clay County District Schools reserves the right to request school-related images or content posted

without permission to be removed from the internet. If you wish to promote a specific activity or event, you may do so only by means of a link to school or District official social media accounts.

- ❏ You should always take responsibility for what you post. Do not misrepresent yourself by using someone else's identity.
- ❏ Only accept invitations to share information from people you know. Utilize privacy settings to control access to your network, web pages, profile, posts, blogs, wikis, podcasts, digital media, forums, groups, fan pages, etc.
- ❏ Online stalkers and identity thieves are a real threat. Never share personal information, including, but not limited to: Social Security numbers, phone numbers, addresses, exact birth dates, and pictures with parties you don't know or on unsecure sites.
- ❏ Users should keep their passwords secure and never share passwords with others. If someone tampers with your blog, email, or social networking account without you knowing about it, you could be held accountable.
- ❏ Cyberbullying is considered an act of harassment. See the CCDS Student Code of Conduct for detailed information.

Rights of Divorced Parents

Under current divorce laws, "shared parental responsibility" awards both parents full rights to the child, although "primary physical residence" is awarded to one parent. Neither parent has priority over the other with regard to the child's education, both parents have full and complete rights to pick up the child, to inquire about school work, and participate in school activities. The parent(s) should provide the school with a copy of the final court judgment to determine new shared responsibility. Additional court documents, such as injunctions or modifications to the final judgments, should be provided to the school immediately as these may put new limits on access rights of a parent. In the event the parent who is not named as the primary residential custodian resides any place other than in Duval, Clay, St. Johns, Putnam, Alachua, Nassau, or Bradford counties in Florida, then that parent may not pick up or check out the child unless the parent who is the primary residential custodian informs the school in writing that such actions are acceptable.

Custody papers issued by a court outside the state of Florida will not be accepted at face value. Out-of-state documents must be domesticated through the Florida Courts.

Parental Concerns Regarding Employees

The Clay County School Board recommends that parents who have a complaint about an employee begin by registering their concern directly with the employee in question, if possible. The vast majority of parental concerns are solved at this level. If not, parents are urged to contact the principal, district office staff, the Deputy Superintendent or the Superintendent to express their concerns.

Parents are often asked to put their concerns in writing. While this is not a requirement, it is often important, depending on the seriousness of the charge and the ultimate action proposed as the result of investigation. It is not the school system's intent to discourage parental concerns by establishing complex procedures for registering them. It is our intent, however, to make certain that parents are heard, that their concerns are investigated, if appropriate, and that our employees' due process rights are protected.

Appendix A: Glossary

Commonly used acronyms and definitions of educational terms frequently used in Clay County District Schools:

Glossary of Acronyms and Definition of Terms	
504 Plan	Disability Accommodation Plan under Section 504 Rehabilitation Act of 1973
Access Points	Expectations written for students with significant cognitive disabilities to access the general education curriculum
Achieve3000	Reading and writing intervention program using non-fiction text to differentiate instruction
ACT	American College Test; college entrance exam
ADD/ADHD	Attention Deficit/Hyperactivity Disorder
AP	Advanced Placement
ASD	Autism Spectrum Disorder
AYP	Adequate Yearly Progress
CCEA	Clay County Education Association
CESPA	Clay Educational Staff Professional Association
CTE	Career and Technical Education
CVA	Clay Virtual Academy
ELA	English Language Arts
ELL	English Language Learners
EOC	End of Course Exam
ESE	Exceptional Student Education
ESL	English as a Second Language
ESY	Extended School Year
FERPA	Family Educational Rights and Privacy Act
FHSAA	Florida High School Athletic Association
FLDOE	Florida Department of Education
Focus	CCDS Student Information System
FSA	Florida Standards Assessment

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GPA	Grade Point Average
Guardian	School employee qualified and trained to carry a gun on a school campus
IDEA	Individuals with Disabilities Education Act
IEP	Individualized Education Plan
IQ	Intelligence Quotient
i-Ready	An interactive online learning environment for reading and math
LLI	Leveled Literacy Intervention
PSAT	Preliminary SAT; practice college entrance exam
RAIT	Risk Assessment & Intervention Team
SAC	School Advisory Council
SAT	Scholastic Assessment Test; college entrance exam
SEDNET	The Multi-agency Network for Students with Emotional/Behavioral Disabilities creates and facilitates a network of key stakeholders committed to assisting in the provision of a quality system of care for students with or at-risk of emotional or behavioral challenges
SEL	Social-Emotional Learning
SESIR	School Environmental Safety Incident Reporting; FLDOE student behavior coding system
SIPPS	Systematic Instruction in Phonological Awareness, Phonics, and Sight Words
SIS	Student Information System
SRO	School Resource Officer
STEAM	Science, Technology, Engineering, Arts, and Mathematics
STEM	Science, Technology, Engineering, and Mathematics
YMHFA	Youth Mental Health First Aid

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Appendix B: Behavior Infraction Codes

Level 0

Level 0 codes are reserved for documentation purposes only for state reporting purposes and student behavior records. Any actions/intervention can be administered and recorded in the student information system at the principal's discretion. Suspension of any kind should not be used with these codes.

(BIT): Behavior Incident Tracking - To be used for documentation of problematic student behaviors. Consequences can be issued using this code.

~~(MUL): Multiple Level 2 Infractions - If a student commits 7 or more Level 2 infractions they may receive a "multiple level 2" infraction. This code can be used to initiate a Hearing Office Referral.~~

~~(RCE) – Room Clearing Event – When a student is in a state that creates an unsafe learning environment and the other students in the room are forced to leave the learning environment.~~

~~(SAO): Felony Charges - previously defined as State Attorney Charges.~~

~~(VBC): Violation of Behavior Contract – If a student violates the school or district behavior contract.~~

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

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

Level 1

Level 1 infractions is relatively minor misbehavior or general classroom disruption that interferes with the orderly educational process in the classroom or other areas.

(DRS): Dress Code Violation - To dress in a manner that would constitute a disruption in the school, create a safety hazard or exhibit impropriety. Non-conformity to the general code of appearance as outlined in Board Policy.

(PRO): Profanity Obscene Language or Gesture – Abusive, profane, obscene or vulgar language (verbal, written, or gestures) or conduct in the presence of another person.

(FLS): Providing False Information Lying/Forgery - Giving false or misleading information, either oral or written, which may injure another person's character or reputation or disrupt the orderly process of the school. Intentionally providing false or misleading information to, or withholding valid information from, a school staff member. This includes Forgery - to fashion or reproduce for fraudulent purposes, such as signing parents' name to a note.

~~(RTC): Response to a Confrontation/Student - Used when the investigation identifies a clear offender and the person responding was defending themselves either verbally or physically.~~

(SKP): Skipping Class – If the student does not report to their assigned class but has been marked present throughout the school day or if the student reports 15 minutes or later to their assigned class.

(TAR): Tardiness - Late to class or school; if the student arrives 15 minutes after the beginning of class w/o permission then the student is considered SKP/skipping class.

(VCR): Violation of Classroom Rules - Violation of specific posted or written class rules that are not necessarily a disruptive behavior. Breaking behavioral contract, thereby progressing to the next disciplinary level as specified in the school student handbook.

- ❏ Cheating - Academic cheating is defined as representing someone else's work as your own. If the student cheated on their own with no other student or participant then the cheating will be a Violation of Classroom Rules. In the event the student was cheating with multiple participants or on a state assessment, the student will receive IAC: Inappropriate Conduct.
    - Example: having answers prior to an exam.

Level 2

Level 2 infractions are acts of misbehavior whose frequency and seriousness tends to disrupt the learning climate of the school. These infractions usually result from a continuation of Level 1 misbehavior and require administrative personnel intervention. This misconduct must be reported to the appropriate school administrator for disciplinary action. The administrator will follow the procedure designated for ~~minor~~ major violations (Level 1) when investigating the situation and deciding on disciplinary action.

(ABS): Abuse of School Property vandalism under $1,000 - To use wrongly or improperly, or to maltreat any school equipment or property, including, but not limited to, the inappropriate use of a computer by breaking into restricted accounts or networks, modifying or destroying files without permission, illegally copying software and entering, distributing or printing unauthorized files.

(DEF): Defiance/Disrespect Insubordination - Refusal or failure to obey, marked by resistance to authority. The flagrant or hostile challenge of the authority of a school staff member, bus driver, or any other adult in authority. Examples see below:

- ❏ Leaving Class Without Permission - Student did not have permission granted by the teacher or other school entity to leave the classroom environment; unauthorized leaving of assigned class.

(DSP): Low Level Confrontation - Student who deliberately pushes, pulls, shoves, strikes, taunts, antagonizes, or mutual physical altercation with another student ~~or students~~ or by acts or words that does not result in any injuries and is stopped by verbal intervention.

(IAC): Inappropriate Conduct - Violation of specific posted or written school rules that are not necessarily a disruptive behavior. Breaking behavioral contract, thereby progressing to the next disciplinary level as specified in the school student handbook.

- ❏ Cheating - Academic cheating is defined as representing someone else's work as your own. If the student cheated on their own with no other student or participant, the cheating will be a Violation of Classroom Rules. In the event the student was cheating with multiple participants or on a state assessments, the student will receive IAC: Inappropriate Conduct. Several examples of IAC include

sharing work with someone else, purchasing an academic paper or test questions in advance, paying another student to do the work, and plagiarism.

- ❏ Gambling - One who participates in games of chance or skill for money or profit

(LVS): Leaving School Without Permission– Unauthorized leaving of school grounds.

(POS): Possession of an Inappropriate Object - Possession and/or use of items or contraband designated by the school as inappropriate materials such as portable paging devices, beepers, cellular telephones, portable cassette or CD players, electronic games, rollerblades, skateboards, lighters, hats, etc. and any other items that cause distraction and/or damage to persons or property or otherwise interferes with learning. An example is the possession of a pocket knife which may be potentially dangerous or harmful to others. These items will be confiscated.

(SPE): Student uses Profanity directed at a School Board Employee - A student who intentionally engages in a verbal confrontation involving a school board employee with profanity/obscene gestures. If the verbal confrontation involves a threat, the behavior will be coded as TRE: Threat.

(STP): Stealing/Petty Theft <$300 - taking of property while on school grounds or from a vehicle on school property worth under $300

Level 3

Level 3 infractions are major acts of misconduct. They include serious disruptions of school order and threats to the health, safety and property of others. The misconduct must be reported promptly to a school administrator, who may remove the student from the school or activity immediately.

(IDT): Identity Theft - When a student represents themselves as another individual (including but not limited to students and district employees) with the intent of creating confusion or disruption to another's well-being. The fraudulent acquisition and use of a person's private identifying information.

(OMC): Other Major - Any serious, harmful incident resulting in the need for law enforcement intervention not previously classified. Students selling items on school grounds that have not been authorized by the school or for school sanctioned events.

Examples:

- ❏ Student produces or uses counterfeit money.
- ❏ Student participates in gambling
- ❏ Student possessing drug paraphernalia, vaping oils, device used to vape.
- ❏ Student is selling goods, services or food that has not been authorized by the school for a sanctioned event

Non-Examples

- ❏ Student arrested for violating probation.
- ❏ Student or other arrested for committing crimes off-campus.

(SCE): Student Physical Confrontation/ School Board Employee - A student who intentionally engages in a physical confrontation involving a school board employee.

(TEC): Inappropriate use of Technology/Wireless Communication Devices - When the possession of a wireless communication device disrupts the educational process. This includes the unauthorized use of a wireless communication device to capture images or recordings without permission during school hours, attaching

power cords to school devices, and/or the unauthorized use on school buses in the absence of an emergency concerning safety-to-life issues (defined as a bus accident, mechanical breakdown which delays the normal route, and/or thirty (30) minutes or more in a route delay).

(BRK): Breaking and Entering - The unlawful entry with force, or unauthorized presence in a building or other structure, or conveyance with evidence, or the intent to damage or remove property or harm a person(s).

(BUL): Bullying/Cyberbullying - Bullying is unwanted, aggressive behavior among school aged children that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. Both kids who are bullied and who bully others may have serious, lasting problems. Cyberbullying is bullying that takes place over digital devices like cell phones, computers, and tablets. Cyberbullying can occur through SMS, Text, and apps, or online in social media, forums, or gaming where people can view, participate in, or share content. Cyberbullying includes sending, posting, or sharing negative, harmful, false, or mean content about someone else. It can include sharing personal or private information about someone else causing embarrassment or humiliation. Some cyberbullying crosses the line into unlawful or criminal behavior. The most common places where cyberbullying occurs are:

- ❏ Social Media, such as Facebook, Instagram, Snapchat, and Twitter
- ❏ SMS (Short Message Service) also known as Text Message sent through devices
- ❏ Instant Message (via devices, email provider services, apps, and social media messaging features)
- ❏ Email

(DOC): Disruption on Campus - Majorly Disorderly Conduct Disruptive behavior that poses a serious threat to the learning environment, health, safety or welfare of others.

Examples:

- ❏ Student or other making a bomb threat.
- ❏ Student engaging in disruptive behavior that causes the bus driver to stop the bus to ensure the safety of the group.
- ❏ Student or other causing an incident that results in closing the cafeteria.
- ❏ Student or other inciting a riot.
- ❏ Student or other pulling the fire alarm.
- ❏ Student or other deliberately crashing the school computer system.
- ❏ Student or other causing an incident that prevents others from proceeding to the next class or prevents egress.

Non-Examples:

- ❏ Disruption of a single classroom.
- ❏ Student defying authority.
- ❏ Student disobeying or showing disrespect to others.
- ❏ Student or other using obscene or inappropriate language or gestures.
- ❏ Student not sitting in seat and/or talking loudly while school bus is moving.

(FIT): Fighting - When two or more persons mutually participate in use of force or physical violence that requires physical restraint or results in injury.

Examples:

- ❏ Student or other engaging in a fight/combat with another and physical restraint is necessary to stop it.
- ❏ Student becoming engaged in a fight which results in the need for first aid or medical attention for one or both of the participants.

Non-Examples:

- ❑ Student verbally confronting another student/teacher.
- ❑ Student or other engaging in pushing and shoving who is easily separated or stopped.
- ❑ Student or other engaging in a fight which is resolved without injury or need for physical restraint.

(HAR): Harassment - Any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct that:

- ❑ places a student or school employee in reasonable fear of harm to his or her person or damage to his or her property
- ❑ has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or has the effect of substantially disrupting the orderly operation of a school including any course of conduct directed at a specific person that causes substantial emotional distress in such a person and serves no legitimate purpose.

Example:

- ❑ One student approaches another student and makes an insulting gesture. The targeted student runs off in tears and is visibly upset.

Non-Example:

- ❑ Two students approach each other and one student makes an insulting gesture towards the other student. Both students are good friends, no offense was taken by either student from the interaction.

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

Examples:

- ❑ Pressuring, coercing or forcing a student into: 1) violating state or federal law; 2) consuming food, liquid, drug, or other substance; or 3) participating in physical activity that could adversely affect the health or safety of the student.

Non-Examples:

- ❑ Requiring new team members to attend additional supervised practices.

(MUL): Multiple Level 2 Infractions - If a student commits 7 or more Level 2 infractions they may receive a "multiple level 2" infraction. This code can be used to initiate a Hearing Office Referral.

(RCE) – should a student create an unsafe environment and the student population of the classroom needs to be removed for their safety.

Examples:

- ❑ Student is throwing objects and turning over chairs
- ❑ Student is running around the classroom and refuses to stop while pushing into other students.

Non-Example:

- ❑ Student refuses to do work and yells when asked to begin.
- ❑ Student throws an object not directed towards another student

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(PHA): Physical Attack - Refers to an actual and intentional striking of another person against his/her will, or the intentional causing of bodily harm to an individual.

Example:

- ❏ Throwing an object and hitting someone hard enough to cause injury.

Non-Examples:

- ❏ Student or other engaging in a fight/combat with another and physical restraint is necessary to stop it. o Student becoming engaged in a fight which results in the need for first aid or medical attention for one or both of the participants. (Refer to Fighting as a possible alternative code.)

(SAO): Felony Charges –previously defined as State Attorney Charges.

(SXO): Sexual Offenses - 1.Other sexual contact, including intercourse, without force or threat of force, subjecting an individual to lewd sexual gestures or comments or sexual activity, or 2 Exposing private body parts in a lewd manner.

Examples:

- ❏ Student or other participating in sexual activity in front of a student.
- ❏ Two or more students engaging in sexual activity.
- ❏ Student or other soliciting or encouraging a person to commit a sexual act.

Non-Examples:

- ❏ Students kissing consensually
- ❏ A first grade student hugging another
- ❏ Student inadvertently touching the breasts, buttocks or groin of another student.

(TBC): Tobacco -The possession, use, distribution, or sale of tobacco products and vape/vaping related products on school grounds, at school-sponsored events, or on school transportation by any person under the age of 18.

Examples:

- ❏ Students using any device, or in possession of any part of a device, that allows for the inhalation of vapor.
- ❏ Student sharing device with another student for the purpose of use or possession.

Non-Examples:

- ❏ Student in possession of any oils or products containing THC or CBD (refer to DRU)
- ❏ Student in possession of aromatic essential oils

(TRE): Threat/Intimidation - A threat to cause physical harm to another person with or without the use of a weapon that includes all of the following elements:

- ❏ intent – that the threat is heard or seen by the person who is the object of the threat.
- ❏ fear – a reasonable fear or apprehension by the person who is the object of the threat that the threat could be carried out; and
- ❏ capability – the ability of the offender to actually carry out the threat directly or by a weapon or other instrument that can easily be obtained.

Examples:

- ❏ Student or other willfully and repeatedly following another or stalking with intent to cause the person to fear for their safety.
- ❏ Student or other who willfully and repeatedly uses email or text messages to cause another to fear for their safety or cause substantial emotional distress (cyber stalking).

Non-Examples:

- ❏ Student or other engaging in mutual combat with another.

- ❑ Student or other actually using force or violence against another. (Refer to Battery or Fighting as possible alternative codes.)
- ❑ Student waving to another student in the hallway, waiting after class to talk to him/her and calling to ask him/her out.

(VBC): Violation of Behavior Contract – If a student violates the school or district behavior contract.

Level 4

Level 4 acts of misconduct are the most serious. All Level 4 infractions are grounds for expulsion, and will result in a mandatory 10-day suspension. These acts are clearly criminal and are serious enough to require administrative actions that result in immediate removal of the student from school, the intervention of law enforcement authorities, or action by the Superintendent and Clay County School Board.

(ALC): Alcohol - Possession, sale, purchase, or use of alcoholic beverages. Use should be reported only if the person is caught in the act of using or in the course of the investigation it is discovered that the person is impaired.

(ARS): Arson - To damage or cause to be damaged, by fire or explosion, any dwelling, structure or conveyance, whether occupied or not, or its contents.

(BAT): Battery - The physical use of force or violence by an individual against another.

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Examples:

- ❑ Student hitting another with a heavy object over the head.
- ❑ Student jabbing a pen into another's arm.
- ❑ Student or other engaging in a mutual physical altercation with another and continuing to hit/beat that person even after that person stops fighting, or is no longer able to fight back.

Non-Examples:

- ❑ Student or other delivering a single poke to the chest.
- ❑ Student or other delivers a single, non-injuring strike to the arm of another.
- ❑ Students or others actively engaging in a fight with each other.
- ❑ Student or other striking back when hit by an aggressor and becoming engaged in a fight with the aggressor.

(DRD) Drug Sale/Distribution Excluding Alcohol - The manufacture cultivation, sale or distribution of any drug, narcotic, controlled substance or substance represented to be a drug.

Examples:

- ❑ Student passing a marijuana cigarette around in the school bathroom.
- ❑ Student giving prescription drugs prescribed for someone else to another.
- ❑ Student selling cocaine to another.
- ❑ Student or other misrepresenting substances as illegal drugs.

Non-Examples:

- ❑ Student taking medication prescribed for themselves.
- ❑ Student giving an aspirin or other over-the-counter medication to another in dosage prescribed.
- ❑ Student smoking a marijuana cigarette alone. (Refer to DRU: Drug Use/Possession)
- ❑ Student found with a single marijuana cigarette in backpack. (Refer to DRU: Drug Use/ Possession)

(DRU) Drug Use Possession Excluding Alcohol - The use, or possession of any drug, narcotic, controlled substance or any substance when used for hallucinogenic purposes.

Examples:

- ❑ Student or other possessing or being under the influence of illegal drugs at school, at school-sponsored events, or on school transportation.
- ❑ Student possessing or observed swallowing prescription drugs that are not prescribed for him/her.
- ❑ Student found inhaling or ingesting intoxicants, glue, solvents, or aerosols for hallucinogenic purposes.

Non-Examples:

- ❑ Student possessing or using over-the-counter medications in dosage prescribed.
- ❑ Student using inhalers for asthmatic condition.
- ❑ Student possessing drug paraphernalia (refer to Other Major, OMC).

(HOM): Homicide - The unjustified killing of one human being by another.

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

Examples:

- ❑ Student or other holding another person for ransom or reward, as a shield, or as a hostage.
- ❑ Non-custodial caregiver, with a restraining order, picking up a student.

Non-Example:

- ❑ Student running away with her boyfriend after being picked up from school by him.

~~(RCE) – should a student create an unsafe environment and the student population of the classroom needs to be removed for their safety.~~

~~Examples:~~

- ~~❑ Student is throwing objects and turning over chairs~~
- ~~❑ Student is running around the classroom and refuses to stop while pushing into other students.~~

~~Non-Example:~~

- ~~❑ Student refuses to do work and yells when asked to begin.~~
- ~~❑ Student throws an object not directed towards another student~~

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

Examples:

- ❑ Student or other snatching a gold chain off someone's neck
- ❑ Student or other extorting lunch money
- ❑ Student or other engaging in "Carjacking" Non-Examples:
- ❑ Student or other taking money from an unattended purse. (Refer to STL: Larceny/Theft as a possible alternative code.)

(STL): Larceny/Theft > $300, including motor vehicle theft - The unauthorized taking, carrying, riding away or concealing the property of another person, including motor vehicles, without threat, violence or bodily harm.

Examples:

- ❑ Student or other embezzling public funds.
- ❑ Student or other stealing an item worth $300 or more.

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- ❑ Student finding a checkbook, signing owner's name and making a purchase.
- ❑ Student or other stealing a car or motorcycle.

Non-Examples:

- ❑ Student or other borrowing an item without permission.
- ❑ Student or other committing robbery (code as Robbery instead)
- ❑ Student or other stealing an item less than $300.
- ❑ Student steals a credit card but no charges are made to the card.

(SXA) Sexual Assault - An incident that includes a threat of rape, fondling, indecent liberties, child molestation, or sodomy. The threat must include all of the following elements: 1) intent; 2) fear; and 3) capability.

Example:

- ❑ Student or other threatening to rape another.

Non-Example:

- ❑ Kindergarten student threatening another with a sexual act.

(SXB) Sexual Battery - Forced or attempted oral, anal or vaginal penetration by using a sexual organ or an object simulating a sexual organ, or the anal or vaginal penetration of another by any body part or object.

Examples:

- ❑ Student or other raping someone.
- ❑ Student or other attempting to rape someone.

Non-Examples:

- ❑ Students engaging in consensual sex acts. (Consensual sex is not Sexual Battery. Refer to SXO: Sexual Offenses (Other) as a possible alternative code.)

(SXH): Sexual Harassment - Unwanted verbal or physical behavior with sexual connotations 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. {6A-19.008(1) SBE Rule} An incident when one person demands a sexual favor from another under the threat of physical harm or adverse consequence.

Examples:

- ❑ Student or other causing unwanted and ongoing episodes of leering, pinching, grabbing.
- ❑ Student or other making repeated suggestive comments or jokes or actions of a sexual nature.
- ❑ Student or other pressuring one to engage in sexual activity.
- ❑ Teacher threatening to lower a student's grade if sexual favors are not given.
- ❑ Student or other repeatedly showing a photograph, poster or other images of nudity, lewd or sexual activity.
- ❑ Student or other pressuring another student for sexual favors by threatening to prevent him/her from participating in a school activity.

Non-Examples:

- ❑ Student engaging in consensual sex. (Refer to Sexual Offenses (other) code as a possible SESIR code.
- ❑ Student unintentionally brushing up against another in the hallway.
- ❑ A single incident of a kiss that may be unwanted.

(TRS): Trespassing - To enter or remain on a school grounds/campus, school transportation, or at a school-sponsored function/off campus without authorization or invitation and with no lawful purpose for entry.

Examples:

- ❑ Any unauthorized person entering the campus.

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- ❏ Any unauthorized person remaining on property after being directed to leave by the chief administrator or designee.

Non-Examples

- ❏ Parent entering the building to pick up his/her child without first getting clearance through the office.
- ❏ Person searching for a phone at a school facility after his/her car has broken down.

(VAN): Vandalism > $1,000 - The intentional destruction, damage, or defacement of public or private property without consent of the owner or the person having custody or control of it.

Examples:

- ❏ Student or other defacing school with graffiti.
- ❏ Student or other keying or scratching a car in a campus parking lot.
- ❏ Student or other trashing a classroom resulting in damages of $1,000 or more.
- ❏ Student(s) damaging a hotel room ($1,000 or more) on a school-sponsored trip.

Non-Examples:

- ❏ Student or other accidentally damaging chemistry lab equipment.
- ❏ Student or other causing damages under $1,000.

(WPO): Weapons Possession - Possession of any instrument or object (as defined by Section 790.001 (13), Florida Statutes, or district code of student conduct) that can inflict serious harm on another person or that can place a person in reasonable fear of serious harm.

Examples:

- ❏ Student or other possessing a firearm or knife.
- ❏ Student or other using a knife, pocket knife, or other sharp or pointed implement to threaten or harm another.

Non-Examples:

- ❏ Student, after investigation, found to possess a common pocket knife, or eating utensil with no intent to harm.
- ❏ Student possessing items not covered under law or district policy such as pointed instruments, pens, or pencils.
- ❏ Student possessing a cutting tool that is being used in art shop or other class.

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A reminder from the Office of Climate and Culture:

We are in this together and together we make a difference!

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2021-22 Student and Family Handbook and Code of Student Conduct Rationale for Major Revisions		
INTRODUCTION		
SECTION TITLE	**REDLINED DRAFT 2021-2022 DOCUMENT PAGE #**	**RATIONALE FOR REVISION**
Cover Page	1	Update year and school board member name
Introduction	3	Update Superindent's Message
Discrimination/Harassment	13	Corrected reference from Policy Rule "1.2" to "1.1"
Dress Code, Non-Permitted Apparel	21	Addition of "or personal items" with off-color remarks or displaying violent or pornographic imagery
Bring Your Own Device	22-23	Addition of "smartwatches". Specific language addressing the use of devices at the elementary and secondary levels.
Student conduct on a school bus	23	Change "Clay County School System" to "Clay County District Schools"
Parking/Vehicle Rules	24	New section to address proper procedures for students to park and use their vehicles safely on campus
Student Accountability, Discipline, and Misconduct	26	Replace "disciplinary inteventions and consequences" with "disciplinary action and/or restorative practices"
Student Accountability, Discipline, and Misconduct	26	Replace "district mental health therapist" with "school counselor, and/or district mental health therapist"
Hearing Office	27	Addition of due process procedures
Hearing Office	27-28	Addition of the definition of ISS(In school suspension) as a strategy and the goals of ISS
Procedures for OSS	29	Addition to procedures for OSS(Out of school suspension) student may refute the charges verbally or through a written statement.
Procedures for OSS	29	Addition- "If the student is found to be guilty of the misconduct, determination of the suspension will be provided in writing through the notification of consequences."
Procedures for OSS	29	Addition- parents or guardians will be sent a copy of the referral and notifications of the consequences by mail within 24 hours.
Procedures for OSS	29	Addition-Principal Review will be held for any student referred to the hearing office.
Appeal of Suspension	30	Addition: "Appeal of Suspension/Principal Review"
Appeal of Suspension	30	Replace " or reduce the length of suspension upon consideration of the results of the principal review conference" and Insert "will affirm or ajudicate" the length of suspension
Appeal of Suspension	30	Replace "initial conference" with "Principal's Review"
Appeal of Suspension	30	Replace "or disagree with a result at the school" and Insert "not afforded due process at the Principal's Review",
Appeal of Suspension	30	Replace "hear any additional testimony that may be deemed necessary" Insert "review the case"
Alternative Placement	30	Addition of definition
Procedures for Expulsion	30	Addition to the title :"Alternative Learning Placement/Expulsion/District Hearing Office"
Procedures for Expulsion	30	Addition " a Principal's Review will be held to advise the student" delete "shall be advised by the principal"
Procedures for Expulsion	30	Delete "At the principal hearing, the parent or adult student may request to have any willing witnesses that they deem appropriate who were involved in the case be present." This step has been included as part of Due Process on pg. 27-28
Procedures for Expulsion	30	Replace "Discipline Review Committee" with "Hearing Office"
Procedures for Expulsion	30	Replace "principal hearing" with "Principal Review
Procedures for Expulsion	30	Replace "If the parent or adult student feels they have not been afforded a fair hearing at the school and district level, they have the right to request in writing a hearing before the School Board." & Insert "The District Hearing Office will determine if sufficient basis is found for a recommendation to an alternative learning placement or expulsion to the School Board."

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Procedures for Expulsion	30-31	Addition :Clay County District Schools will uphold and enforce disciplinary proceedings from other public school districts. A student who has been expelled from another school district, shall not be permitted to transfer, enroll, or be admitted into a Clay County District School. If a student was expelled with services or alternatively placed in another district, Clay County District Schools will uphold said expulsion or alternative disciplinary placement.
Reports to Law Enforcement Agencies	31-32	Insert section due to state requirements defining reports to Law Enforcement Agencies.
Tobacco, Vapes, Drugs, Alcohol	32	Add Vapes to the title
Discipline Action Matrix	35	Insert- Positive Behavior Intervention language using the definition of restorative practices. Part of our OneClay Vision.
Discipline Action Matrix	35-55	Replace- Elementary Level 0 through 4 and Secondary Level O through 4 with Level 0 through 4 applicable for both Elementary and Secondary. This allows principals/administrators the ability to assign actions and practices based on the intensity of the infraction/offense while taking into consideration the individual student's ability.
Discipline Action Matrix	35-55	Replace- Level 2/Minor to Level 2/Major Offenses due to discipline data tracking. GS7 record laws allow a minor offenses to be deleted at the end of the school year, major offenses can remain on a student's record for 3 years, and expulsions stay on a record for 5 years.
Discipline Action Matrix	35-55	Replace- Incident description, 1st Incident, 2nd Incident, and 3rd Incident with positive behavior intervention language Incident Description, Disciplinary Action, Restorative Practices.
Discipline Action Matrix	36	Moved- MUL, RCE, SAO, and VBC have been elevated to Level 3/Major infractions for discipline data tracking. Record laws allow major offenses to be on a student's record 3 years before being removed.
Discipline Action Matrix	38	Delete- Level 1 RTC is not used. Student would be considered a victim of a Physical Attack.
Category Action	55-57	Replace- Category Action Duration with Category Action identifying terms, definitions, and examples
Discipline and Students with Disabilities	58	Delete- already included in Current IEP, 504, or LRE
Food Allergens	61	Add- only commercially prepared items for safety
Social Media Guidelines	71	Insert- Social media choices may lead to alternative disciplinary placement and/or expulsion.
Appendix B: Behavior Infraction Codes	75	Moved- MUL, RCE, SAO, and VBC have been elevated to Level 3/Major infractions for discipline data tracking. Record laws allow major offenses to be on a student's record 3 years before being removed.
Appendix B: Behavior Infraction Codes	76	Delete- Level 1 RTC is not used. Student would be considered a victim of a Physical Attack.
Appendix B: Behavior Infraction Codes	76	Replace- Level 2 infractions have elevated from minor to major for discipline data tracking. Record laws allow major offenses to be on a student's record 3 years before being removed.
Appendix B: Behavior Infraction Codes	76	Add- Stopped by verbal intervention clearly defines the difference between DSP and FIT. Example: Horseplay/slap box and stops when told.
Appendix B: Behavior Infraction Codes	79	Add definitions- MUL and RCE have been elevated to Level 3 infractions and the definitions have moved from Level 0 to Level 3 in the Appendix.
Appendix B: Behavior Infraction Codes	80	Add definition- SAO has been elevated to Level 3 infraction and the definition has moved from Level 0 to Level 3 in the Appendix.
Appendix B: Behavior Infraction Codes	81	Add definition- VBC has been elevated to Level 3 infraction and the definition has moved from Level 0 to Level 3 in the Appendix.
Appendix B: Behavior Infraction Codes	82	Delete RCE-previously coded a Level 0 infraction in the Matrix but listed under Level 4 in the Appendix. It has been elevated to a Level 3 infraction on the Matrix and defined under Level 3 in the Appendix.

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June 3, 2021 - Regular School Board Meeting

Title

C12 - Proposed Allocation Changes for 2021-2022

Description

Staff allocation documents clarify how each school, district, department, and division is staffed for the 2021-2022 school year. The School Board is required to take action on all staff allocation changes.

Gap Analysis

These allocations are required to ensure the adequate staffing of the district and schools.

Previous Outcomes

The district and schools are adequately staffed.

Expected Outcomes

Staffing will be sufficient to meet the needs of the various schools and district departments.

Strategic Plan Goal

The district ensures fiscal responsibility and equitable distribution of resources.

Recommendation

Approve the staff allocation plan as submitted.

Contact

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, (904) 336-6722, susan.legutko@myoneclay.net

Financial Impact

To be determined.

Review Comments

Attachments

Allocation Summary 2021-2022 - June 3, 2021 (1).pdf

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PROPOSED CHANGES TO STAFF ALLOCATIONS
2021-2022 SUMMARY
Board Meeting, June 3, 2021

School	Add	Delete	Allocation	Comment	Salary	Benefits	Total Cost
			2021-2022				
			General Funds				
SecEd-9007	1.0		Curriculum Specialist, 11-Month (1142)	Program Needs	**$50,365**	**$15,850**	**$66,215**
SecEd-9007		1.0	Curriculum Coach, 10-Month (1142)	Program Needs	**($45,787)**	**($14,409)**	**($60,196)**
				TOTAL:	**$4,578**	**$1,441**	**$6,019**
			Supplements (1662)				
OHS-0661	1.0		Head of Guidance		**$2,450**	**$771**	**$3,221**
				TOTAL:	**$2,450**	**$771**	**$3,221**

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June 3, 2021 - Regular School Board Meeting

Title
C13 - Monthly Financial Reports for April, 2021

Description
The Monthly Financial Reports, in accordance with SBE Rule 6A-1.008, are submitted for the use and consideration of the Board for the month ending April 30, 2021.

Gap Analysis
The Monthly Financial Reports show compliance to the district's amended budget as of the month end reported and meet State and School Board financial reporting requirements.

Previous Outcomes
It has been a past (normal) practice to provide Monthly Financial Reports, in accordance with SBE Rule 6A-1.008.

Expected Outcomes
The Monthly Financial Reports are provided to meet the stewardship responsibilities of the district for reporting and accountability of the district's finances.

Strategic Plan Goal
Goal 2: Strategy 2.4: Ensure effective and efficient use of resources for fiscal stability.

Recommendation
That the Clay County School Board accept for use and consideration the Superintendent's Monthly Financial Reports for April, 2021.

Contact
Dr. Susan M. Legutko, Assistant Superintendent of Business Affairs, (904) 336-6721, susan.legutko@myoneclay.net

Financial Impact
The Monthly Financial Reports reflect the year-to-date results of operations.

Review Comments

Attachments
- April Monthly Board Financial Report.pdf
- April Monthly Board Property Report.pdf

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CLAY COUNTY SCHOOL BOARD
SUMMARY OF CASH INVESTMENTS
07/01/2020 thru 04/30/2021

	CASH BALANCE	INVESTMENT AMOUNT	TYPE	GRAND TOTAL
General Fund(3)	6,786,126.80	69,271,816.26	(1) & (4) SBA/OTH	76,057,943.06
Debt Services(5)	0.00	455,869.21	SBA/OTH	455,869.21
Capital Projects	0.00	45,361,869.53	SBA	45,361,869.53
Special Rev. - Other	0.00	134.04	SBA	134.04
Spec. Rev - Food Service	6,201,185.24	73,875.51	SBA	6,275,060.75
Self Insurance	0.00	6,577,145.25	SBA	6,577,145.25
GRAND TOTAL	**12,987,312.04**	**121,740,709.8**		**134,728,021.84**

NOTES:

1. The rate of interest earned on investments with the State Board of Administration during the month of April, 2021 was 0.12%.

2. For comparison purposes with the General Fund Statement of Revenue, we have completed 83.33% of the fiscal year. All other percentages are only a comparison of cash collections or expenditures to budgeted revenue or appropriations.

3. On the Summary of Cash & Investments, the figure reported for General Fund Investments includes $1,305,236.49 invested for School Internal Accounts.

4. The rate of interest earned on investments with the Florida Education Investment Trust Fund (FEITF) during the month of April, 2021 was 0.07%.

5. Trustee Accounts - Amounts placed with SBA by the Florida Department of Education for investment of debt service moneys.

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CLAY COUNTY SCHOOL BOARD
GENERAL FUNDS
STATEMENT OF REVENUE
07/01/2020 thru 04/30/2021

		Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Federal Direct	Federal Impact Aid	3121	550,000.00	550,000.00	445,468.84	80.99%
	R O T C	3191	350,000.00	350,000.00	215,239.79	61.50%
Federal Direct - Total			**900,000.00**	**900,000.00**	**660,708.63**	
Fed thru Local and State	Medicaid	3202	1,200,000.00	1,800,000.00	2,002,503.92	111.25%
	Federal Through Local Revenue	3280	296,254.25	312,181.00	237,789.48	76.17%
Fed thru Local & State - Total			**1,496,254.25**	**2,112,181.00**	**2,240,293.40**	
State Sources	Florida Educ Finance Program	3310	199,616,067.00	198,770,126.00	163,725,885.00	82.37%
	Workforce Development	3315	495,645.00	495,645.00	413,040.00	83.33%
	CO&DS Withheld/Admin Expense	3323	22,000.00	22,000.00	0.00	0.00%
	State License Tax	3343	20,000.00	36,000.00	28,580.43	79.39%
	Class Size Reduction	3355	41,608,810.00	41,608,810.00	34,674,010.00	83.33%
	Voluntary Pre-K High Schools	3370	80,000.00	80,000.00	67,923.54	84.90%
	Voluntary Pre-K	3371	597,400.00	673,012.00	713,475.55	106.01%
	Miscellaneous State Revenue	3390	900,254.00	856,577.50	466,742.21	54.49%
State Sources - Total			**243,340,176.00**	**242,542,170.50**	**200,089,656.73**	
Local Sources	District School Taxes	3411	57,245,718.00	57,063,187.00	55,394,150.02	97.08%
	Prior Year Coll School Taxes	3419	30,000.00	30,000.00	0.00	0.00%
	Tax Redemptions	3421	750,000.00	750,000.00	0.00	0.00%
	Rent	3425	250,000.00	250,000.00	175,134.63	70.05%
	Interest Incl Profit On Invest	3430	800,000.00	130,000.00	108,493.42	83.46%
	Gifts Grants & Bequests	3440	57,832.96	182,817.80	125,010.57	68.38%
	Adult Gen Educ Course Fee-GED	3461	35,000.00	35,000.00	20,187.00	57.68%
	Postsecondary Voc Course Fees	3462	9,800.00	18,658.40	11,115.11	59.57%
	Lifelong Learning Fees	3466	3,000.00	3,000.00	(38.78)	-1.29%
	Other Student Fees	3469	0.00	16,700.76	14,445.76	86.50%
	Preschool Program Fees	3471	340,000.00	340,000.00	241,515.86	71.03%
	Other Schl Class Fees	3479	0.00	16,920.00	15,790.00	93.32%
	Miscellaneous Local Sources	3490	1,244,829.39	1,282,201.93	988,005.62	77.06%
	Receipt Of Fed Indirect Cost	3494	400,000.00	400,000.00	363,608.02	90.90%
	Other Misc Local Sources	3495	50,000.00	275,000.00	210,573.19	76.57%
	Refund Of Prior Year's Expense	3497	5,000.00	5,000.00	2,995.86	59.92%
	Lost Damaged &Sale Of Textbooks	3498	3,000.00	3,000.00	865.17	28.84%
	Receipt Of Food Serv Ind Cost	3499	400,000.00	400,000.00	139,716.55	34.93%
Local Sources - Total			**61,624,180.35**	**61,201,485.89**	**57,811,568.00**	
Transfers	Transfer From Capital Projects	3630	4,100,753.00	4,873,774.00	3,882,688.42	79.66%
Transfers - Total			**4,100,753.00**	**4,873,774.00**	**3,882,688.42**	
OFS	Sale Of Equipment	3733	0.00	120,000.00	105,693.32	88.08%
	Insurance Loss Recoveries	3740	0.00	7,547.00	0.00	0.00%
Other Financing Sources - Total			**0.00**	**127,547.00**	**105,693.32**	
Revenues - Total			**311,461,363.60**	**311,757,158.39**	**264,790,608.50**	**84.93%**
Fund Balance	Restricted Fund Balance	2720	0.00	0.00	0.00	0.00%
	Fund Balance 7-1-2020	2750	34,141,682.03	34,141,682.03	34,141,682.03	100.00%
Fund Balance - Total			**34,141,682.03**	**34,141,682.03**	**34,141,682.03**	
Grand Total			**345,603,045.63**	**345,898,840.42**	**298,932,290.53**	**86.42%**

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CLAY COUNTY SCHOOL BOARD
GENERAL FUNDS
STATEMENT OF EXPENDITURES AND TRANSFERS
07/01/2020 thru 04/30/2021

Expense

	Acct#	Original Budget	Amended Budget	Salaries	Emp Benefits	Pur Services	Energy Services	Mat Supplies	Cap Outlay	Other Misc.	Totals	% OF Budget
Basic FEFP K-12	5100	154,803,747.39	156,924,769.44	66,493,505.52	21,742,505.40	15,180,853.75	414.46	3,337,493.37	548,276.50	1,139,502.07	108,442,551.07	69.10%
Exceptional Education	5200	48,396,941.25	49,275,619.72	24,984,095.79	8,610,344.64	2,192,484.13	2,056.00	352,195.96	98,320.43	30,474.68	36,269,971.63	73.61%
Career Technical Education	5300	10,167,302.06	10,571,556.85	4,290,737.49	1,412,074.06	477,735.34	1,956.38	257,382.06	221,292.37	25,196.50	6,686,374.20	63.25%
Adult General	5400	430,762.20	478,185.56	105,867.67	30,548.16	14,836.79	0.00	5,383.48	2,124.63	20,196.84	178,957.57	37.42%
Voluntary Pre K	5500	977,696.77	995,042.05	509,348.26	183,348.07	20,230.91	0.00	8,465.85	1,097.22	0.00	722,490.31	72.61%
Other Instruction	5900	85,467.79	84,467.79	872,327.62	137,515.69	0.00	0.00	0.00	0.00	0.00	1,009,843.31	1,195.54%
Student Support Services	6100	16,974,635.40	17,146,775.94	9,465,670.98	2,845,307.45	337,527.52	1,035.00	72,923.80	19,386.67	13,763.50	12,755,614.92	74.39%
Instructional Media Services	6200	4,594,278.63	4,619,510.98	2,218,767.88	737,614.20	185,829.09	0.00	43,675.38	217,378.38	1,575.00	3,404,839.93	73.71%
Curriculum Development	6300	4,358,803.11	4,336,365.13	2,462,886.96	725,325.91	126,976.29	187.00	14,132.69	26,500.26	20,823.62	3,376,832.73	77.87%
Inst Staff Training Services	6400	2,874,802.99	2,993,707.18	1,306,079.76	376,739.76	142,208.94	0.00	12,278.25	451.74	28,551.00	1,866,309.45	62.34%
Instruction Related Technology	6500	4,656,815.34	5,136,552.85	2,003,913.23	578,156.30	1,302,455.06	0.00	50,863.72	364,114.59	0.00	4,299,502.90	83.70%
Board	7100	995,878.54	1,044,378.54	318,737.98	240,255.50	228,691.33	0.00	1,333.37	0.00	21,339.05	810,357.23	77.59%
General Administration	7200	511,432.94	515,541.44	232,510.33	102,730.18	17,258.62	102.00	(1,846.08)	119.70	16,155.00	367,029.75	71.19%
School Administration	7300	16,314,043.79	16,352,449.97	10,518,861.99	3,106,402.49	29,708.93	0.00	42,204.34	41,204.91	18,900.75	13,757,283.41	84.13%
Facilities Acquisition and Construction	7400	2,588,377.53	4,225,207.14	457,259.71	123,572.61	213,568.21	1,216.00	7,111.39	773,414.97	657,399.80	2,233,542.69	52.86%
Fiscal Services	7500	1,599,367.86	1,549,618.36	807,902.22	211,522.79	2,279.85	0.00	6,417.90	2,018.65	5,974.40	1,036,115.81	66.86%
Food Services	7600	120,345.48	120,345.48	76,163.24	21,490.41	0.00	0.00	0.00	0.00	0.00	97,653.65	81.14%
Central Services	7700	3,967,415.97	3,964,676.33	1,834,124.99	565,906.19	153,261.41	3,179.92	33,845.74	210,381.42	36,709.52	2,837,409.19	71.57%
Pupil Transportation Services	7800	12,699,772.09	12,705,460.37	5,749,681.18	1,898,519.81	299,121.54	666,422.85	345,843.09	119,625.91	116,107.49	9,195,321.87	72.37%
Operation of Plant	7900	26,264,131.58	25,920,898.75	5,014,943.47	1,904,037.16	5,150,521.19	4,855,891.89	529,033.85	212,033.96	161.11	17,666,622.63	68.16%
Maintenance Of Plant	8100	5,933,071.56	6,080,100.96	2,412,809.72	810,536.01	595,779.97	71,820.47	767,782.80	118,838.72	9,448.20	4,787,015.89	78.73%
Administrative Technology Svcs	8200	1,507,219.93	1,461,459.55	880,110.71	260,186.14	5,793.16	5,206.00	3,612.36	19,793.55	916.80	1,175,618.72	80.44%
Community Services	9100	505,824.24	526,082.84	242,691.25	108,645.66	2,271.06	0.00	15,390.54	1,841.09	1,261.29	372,100.89	70.73%
Debt Service	9200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00%
Total Expense		**321,328,134.44**	**327,028,773.22**	**143,258,997.95**	**46,733,284.59**	**26,679,393.09**	**5,609,487.97**	**5,905,523.86**	**2,998,215.67**	**2,164,456.62**	**233,349,359.75**	**71.35%**

Nonspendable Fund Balance	6/30/2021	950,202.23	950,202.23	950,202.23
Restricted Fund Balance	6/30/2021	3,800,000.00	3,800,000.00	3,800,000.00
Assigned Fund Balance	6/30/2021	7,408,664.70	3,667,664.70	3,667,664.70
Unassigned Fund Balance	6/30/2021	12,116,044.26	10,452,200.27	57,165,063.85
Total Fund Balance	6/30/2021	**24,274,911.19**	**18,870,067.20**	**65,582,930.78**
Grand Totals		**345,603,045.63**	**345,898,840.42**	**298,932,290.53** 86.42%

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CLAY COUNTY SCHOOL BOARD
GENERAL FUNDS - Additional Millage Fund
STATEMENT OF REVENUE
07/01/2020 thru 04/30/2021

		Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Local Sources	District School Taxes	3411	12,818,880.00	13,001,411.00	12,361,792.38	95.08%
Local Sources	**- Total**		**12,818,880.00**	**13,001,411.00**	**12,361,792.38**	
Revenue			**12,818,880.00**	**13,001,411.00**	**12,361,792.38**	
Fund Balance	**- Total 7-1-2020**		**2,663,930.94**	**2,663,930.94**	**2,663,930.94**	
Grand Total			**15,482,810.94**	**15,665,341.94**	**15,025,723.32**	**95.92%**

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CLAY COUNTY SCHOOL BOARD

GENERAL FUNDS - Additional Millage Fund

STATEMENT OF EXPENDITURES AND TRANSFERS

07/01/2020 thru 04/30/2021

Expense

	Acct#	Original Budget	Amended Budget	Salaries	Emp Benefits	Pur Services	Energy Services	Mat Supplies	Cap Outlay	Other Misc.	Totals	% OF Budget
Facilities Aquisition & Const	7400	5,817,771.08	5,418,771.08	0.00	0.00	502.60	0.00	0.00	1,491,111.29	0.00	1,491,613.89	27.53%
Non-Instruct Staff Development	7700	750.00	4,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00%
Pupil Transportation Services	7800	0.00	400,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00%
Operation Of Plant	7900	5,672,048.69	5,467,198.69	2,346,146.07	890,574.19	498,122.40	27,538.83	16,287.89	66,429.27	375.00	3,845,473.65	70.34%
Maintenance Of Plant	8100	135,521.43	135,521.43	88,316.71	26,692.31	0.00	0.00	0.00	0.00	0.00	115,009.02	84.86%
Total Expense		**11,626,091.20**	**11,426,091.20**	**2,434,462.78**	**917,266.50**	**498,625.00**	**27,538.83**	**16,287.89**	**1,557,540.56**	**375.00**	**5,452,096.56**	**47.72%**
Restricted Fund Balance	6/30/2021	3,856,719.74	4,239,250.74								9,573,626.76	
Unassigned Fund Balance	6/30/2021	0.00	0.00								0.00	
Total Fund Balance	6/30/2021	**3,856,719.74**	**4,239,250.74**								**9,573,626.76**	
Grand Totals		**15,482,810.94**	**15,665,341.94**								**15,025,723.32**	95.92%

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CLAY COUNTY SCHOOL BOARD
DEBT SERVICE FUND
STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS
07/01/2020 Thru 04/30/2021

REVENUE AND TRANSFERS

Local Sources

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Interest Incl Profit On Invest	3430	456.00	456.00	784.52	172.04%
Total Local Sources		456.00	456.00	784.52	

State Sources

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
CO & DS Withhld For SBE Bonds	3322	57,050.00	57,050.00	0.00	0.00%
Racing Commission Funds	3341	223,250.00	223,250.00	223,250.00	100.00%
Total State Sources		280,300.00	280,300.00	223,250.00	

Transfers

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Transfer From Capital Projects	3630	6,808,008.22	6,808,008.22	2,217,499.77	32.57%
Total Transfers		6,808,008.22	6,808,008.22	2,217,499.77	
Total REVENUE AND TRANSFERS		7,088,764.22	7,088,764.22	2,441,534.29	34.44%
Fund Balance July 1, 2020		455,715.36	455,715.36	455,715.36	
GRAND TOTAL		7,544,479.58	7,544,479.58	2,897,249.65	38.40%

EXPENDITURES

Debt Service

	Acct #	Original Budget	Amended Budget	Expended	% OF EXP
Redempt Of Prnc	710	5,607,917.88	5,607,917.88	1,583,917.88	28.24%
Interest	720	1,457,551.34	1,457,551.34	849,699.21	58.30%
Dues And Fees	730	16,100.00	16,100.00	7,952.16	49.39%
Total Debt Service		7,081,569.22	7,081,569.22	2,441,569.25	
Total EXPENDITURES		7,081,569.22	7,081,569.22	2,441,569.25	34.48%

Fund Balance

	Acct #	Original Budget	Amended Budget		
Fund Balance June 30, 2021	2750	462,910.37	462,910.37	455,680.40	
GRAND TOTAL		7,544,479.59	7,544,479.59	2,897,249.65	38.40%

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CLAY COUNTY SCHOOL BOARD
CAPITAL IMPROVEMENTS FUNDS
STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS
07/01/2020 Thru 04/30/2021

REVENUE AND TRANSFERS

Local Sources

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
District Local Cap Improv Taxes	3413	19,502,115.00	19,502,115.00	18,930,006.03	97.07%
Local Sales Taxes	3418	776,432.02	6,987,536.77	3,277,598.86	34.39%
Interest Incl Profit On Invest	3430	10,000.00	36,431.02	5,718.70	15.70%
Impact Fees	3496	7,500,000.00	7,500,000.00	7,120,721.11	94.94%
Total Local Sources		27,788,547.02	34,026,082.79	29,334,044.70	

Other Financing Sources

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Sale Of Equipment	3733	50,000.00	536,091.00	486,091.00	90.67%
Total Other Financing Sources		50,000.00	536,091.00	486,091.00	

State Sources

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
CO & DS Distributd To District	3321	1,275,000.00	1,275,000.00	0.00	0.00%
Interest On Undistrib CO & DS	3325	25,000.00	25,000.00	0.00	0.00%
Miscellaneous State Revenue	3390	46,500.00	971,640.00	657,392.00	60.49%
Total State Sources		1,346,500.00	2,271,640.00	657,392.00	
Total REVENUE AND TRANSFERS		29,185,047.02	36,833,813.79	30,477,527.70	82.74%
Fund Balance July 1, 2020		30,009,328.72	30,009,328.72	30,009,328.72	
GRAND TOTAL		59,194,375.74	66,843,142.51	60,486,856.42	90.49%

EXPENDITURES

Debt Service

	Acct #	Original Budget	Amended Budget	Expended	% OF EXP
Redempt Of Prnc	710	533,308.52	533,308.52	533,308.52	100.00%
Interest	720	42,553.19	42,553.19	1,553.98	3.65%
Dues And Fees	730	0.00	0.00	0.00	0.00%
Total Debt Service		575,861.71	575,861.71	534,862.50	

Gen Sup Srvc

	Acct #	Original Budget	Amended Budget	Expended	% OF EXP
AV Mat L/T $1000	622	5,104.60	5,104.60	85.16	1.67%
Bldg & Fixed Equipment	630	17,822,148.22	17,664,422.47	1,253,252.89	7.09%
Dir Purch Bldgs	631	1,417,051.08	1,321,051.08	350,025.23	26.50%
Equip $1000 Over	641	125,000.00	147,600.00	116,850.00	79.17%
Equip L/T $1000	642	551,939.12	750,732.77	316,534.95	42.16%
Comp Hdw > $1000	643	5,000.00	82,094.81	4,088.20	4.98%
Cptr Hdwr <$1000	644	112,998.83	100,798.83	81,471.68	80.83%
TechRel FFE<1000	649	593.23	20,593.23	20,488.59	99.49%
Vehicles	652	0.00	362,585.06	87,401.00	24.10%
Land	660	385,000.00	385,000.00	0.00	0.00%
Non-Cap Imprv Other Than Bldgs.	672	4,404,932.76	5,113,268.66	1,437,750.25	28.12%
Cap Remodlg	681	6,324,945.90	5,143,837.58	936,957.10	18.22%
Non-Cap Remodlg/Renovations	682	7,790,109.86	9,429,448.64	3,640,714.01	38.61%
Dir Prch-Cap Remodlg	683	790,000.00	629,864.36	63,442.43	10.07%
Dir Purch-Non-Cap Remodlg	684	0.00	244,727.58	123,488.79	50.46%
Software >1000	691	321,986.21	701,047.21	534,819.83	76.29%
Software <1000	692	29,474.99	310,548.39	304,792.40	98.15%
Total Gen Sup Srvc		40,086,284.80	42,412,725.27	9,272,162.51	

Xfer Of Funds

	Acct #	Original Budget	Amended Budget	Expended	% OF EXP
Xfer To Gen Fnd	910	4,100,753.00	4,873,774.00	3,882,688.42	79.66%
Xfer To Dbt Svc	920	6,808,008.23	6,808,008.23	2,217,499.77	32.57%
Total Xfer Of Funds		10,908,761.23	11,681,782.23	6,100,188.19	
Total EXPENDITURES		51,570,907.74	54,094,507.50	15,372,350.70	28.42%

Fund Balance

	Acct #	Original Budget	Amended Budget		
Fund Balance June 30, 2021	2750	7,623,468.00	12,748,635.01	45,114,505.72	
GRAND TOTAL		59,194,375.74	66,843,142.51	60,486,856.42	90.49%

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CLAY COUNTY SCHOOL BOARD
SPECIAL REVENUE FUNDS - FOOD SERVICES
STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS
07/01/2020 Thru 04/30/2021

REVENUE AND TRANSFERS

Local Sources

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Interest Incl Profit On Invest	3430	10,000.00	10,000.00	1,643.68	16.44%
Student Lunches	3451	2,471,000.00	2,471,000.00	0.00	0.00%
Student Breakfasts	3452	217,500.00	217,500.00	0.00	0.00%
Adult Breakfasts/Lunches	3453	1,800.00	1,800.00	620.00	34.44%
Student A La Carte	3454	1,500,000.00	1,500,000.00	1,049,022.69	69.93%
Miscellaneous Local Sources	3490	5,000.00	5,000.00	14,379.20	287.58%
Total Local Sources		4,205,300.00	4,205,300.00	1,065,665.57	

Fed thru Local and State

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
School Lunch Reimbursement	3261	9,824,960.00	9,824,960.00	691,569.78	7.04%
School Breakfast Reimbursement	3262	2,468,850.00	2,468,850.00	156,349.15	6.33%
After School Snack Reimb	3263	20,000.00	20,000.00	0.00	0.00%
U S D A Donated Commoditi	3265	1,400,000.00	1,400,000.00	0.00	0.00%
Cash in Lieu of Donated Foods	3266	5,000.00	5,000.00	0.00	0.00%
Summer Food Service Program	3267	100,000.00	100,000.00	10,805,601.83	10,805.60%
Total Fed thru Local and State		13,818,810.00	13,818,810.00	11,653,520.76	

State Sources

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
School Breakfast Supplement	3337	60,000.00	60,000.00	32,131.00	53.55%
School Lunch Supplement	3338	85,000.00	85,000.00	47,472.00	55.85%
Total State Sources		145,000.00	145,000.00	79,603.00	
Total REVENUE AND TRANSFERS		18,169,110.00	18,169,110.00	12,798,789.33	70.44%
Fund Balance July 1, 2020		3,294,036.00	3,294,036.00	3,294,036.00	
GRAND TOTAL		21,463,146.00	21,463,146.00	16,092,825.33	74.98%

EXPENDITURES

Gen Sup Srvc

	Acct #	Original Budget	Amended Budget	Expended	% OF EXP
Administrator	110	2,013,343.91	2,013,343.91	1,723,984.71	85.63%
Other Support	160	3,938,556.94	3,938,556.94	3,236,704.85	82.18%
COVID LEAVE OTHR	169	0.00	0.00	3,704.73	NA
Retirement	210	615,258.80	615,258.80	515,007.62	83.71%
Social Security	220	442,573.03	442,573.03	361,917.57	81.78%
Group Insurance	230	1,563,679.34	1,563,679.34	1,125,387.52	71.97%
Workmans Comp	240	72,098.06	72,098.06	67,783.96	94.02%
Prof Srvcs - Substitutes	313	61,250.00	61,250.00	42,712.37	69.73%
Travel-In cnty	331	6,400.00	6,400.00	1,275.75	19.93%
Travel-Out Cnty	332	2,500.00	0.00	0.00	0.00%
Trvl-Out State	333	2,500.00	0.00	0.00	0.00%
Travel-Reg Fees	334	0.00	0.00	0.00	0.00%
Repairs And Maintenance	350	27,468.82	7,766.34	2,766.34	35.62%
Rentals	360	5,144.72	5,144.72	2,617.34	50.87%
Tech Rentals	369	44,000.00	19,323.00	19,323.00	100.00%
Stamps	371	21,126.50	9,000.00	6,154.64	68.38%
Cell Phones	378	1,000.00	1,000.00	388.53	38.85%
Othr Purch Srvc	390	80,588.85	93,976.35	12,603.90	13.41%
Printing	391	10,000.00	10,000.00	3,446.34	34.46%
Bottled Gas	420	1,500.00	1,400.00	260.12	18.58%
Electricity	430	156,500.00	156,500.00	70,923.04	45.32%
Gasoline	450	4,000.00	4,000.00	3,629.00	90.73%
Diesel Fuel	460	2,000.00	2,000.00	2,804.00	140.20%
Supplies	510	742,521.92	742,247.37	463,551.02	62.45%
TonerType Fee	515	27,814.84	22,314.84	5,468.89	24.51%
Tech Supplies	519	800.00	800.00	49.98	6.25%
Oil & Grease	540	1,000.00	1,000.00	205.00	20.50%
Repair Parts	550	7,500.00	7,500.00	4,083.00	54.44%
Tires & Tubes	560	8,000.00	8,000.00	683.00	8.54%
Food	570	6,625,407.20	6,382,984.30	4,283,801.40	67.11%
Commodities	580	700,000.00	700,000.00	0.00	0.00%
Equip $1000 Over	641	250,000.00	402,998.12	30,198.22	7.49%
Equip L/T $1000	642	10,492.56	15,767.11	12,719.36	80.67%
Comp Hdw > $1000	643	10,000.00	8,000.00	0.00	0.00%
Cptr Hdwr <$1000	644	10,000.00	20,000.00	13,243.74	66.22%
TechRel FFE<$1000	649	2,500.00	2,500.00	305.05	12.20%
Vehicles	652	108,425.00	37,497.00	0.00	0.00%
Cap Remodlg	681	302,971.15	480,042.41	64,317.13	13.40%
Non-Cap Remodlg	682	0.00	24,000.00	18,451.80	76.88%
Software >$1000	691	2,500.00	2,500.00	0.00	0.00%
Dues And Fees	730	30,000.00	30,000.00	28,371.80	94.57%
Misc Ex/Ind Cst	792	225,000.00	225,000.00	139,716.55	62.10%
Total Gen Sup Srvc		18,136,421.64	18,136,421.64	12,268,561.27	
Total EXPENDITURES		18,136,421.64	18,136,421.64	12,268,561.27	
Fund Balance June 30, 2021	2750	3,326,724.36	3,326,724.36	3,824,264.06	
GRAND TOTAL		21,463,146.00	21,463,146.00	16,092,825.33	74.98%

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CLAY COUNTY SCHOOL BOARD
SPECIAL REVENUE FUNDS - OTHER
STATEMENT OF REVENUE
07/01/2020 thru 04/30/2021

		Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Federal Direct	Miscellaneous Federal Direct	3199	702,991.67	702,991.67	527,413.36	75.02%
Federal Direct - Total			**702,991.67**	**702,991.67**	**527,413.36**	
Fed thru Local and State	Career And Technical Education	3201	420,224.65	437,315.65	270,878.22	61.94%
	Adult General Education	3221	231,275.06	231,275.06	186,879.55	80.80%
	English Literacy And Civics Ed	3222	39,459.01	39,459.01	23,045.49	58.40%
	Title II	3226	1,592,057.04	1,939,444.14	1,376,737.52	70.99%
	I D E A	3230	8,441,883.45	8,441,883.45	5,780,200.58	68.47%
	Title I - Elem & Secondary Edu	3240	5,259,070.98	6,131,978.74	4,413,505.01	71.98%
	Title III	3241	201,540.00	219,817.63	122,775.96	55.85%
	Twenty-First Century Schools	3242	522,139.74	639,606.05	306,079.76	47.85%
	Federal Through Local Revenue	3280	115,977.00	96,357.07	96,357.07	100.00%
	Other Federal Thru State	3290	42,820.71	83,758.85	60,296.16	71.99%
Fed thru Local and State - Total			**16,866,447.64**	**18,260,895.65**	**12,636,755.32**	
Local Sources	Interest Incl Profit On Inves	3430	0.00	0.00	133.26	0.00%
Local Sources - Total			**0.00**	**0.00**	**133.26**	
Total			**17,569,439.31**	**18,963,887.32**	**13,164,301.94**	**69.42%**

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CLAY COUNTY SCHOOL BOARD
SPECIAL REVENUE FUNDS - OTHER
STATEMENT OF EXPENDITURES AND TRANSFERS
07/01/2020 thru 04/30/2021

Expense

	Acct#	Original Budget	Amended Budget	Salaries	Emp Benefits	Purch Services	Energy Services	Mat Supplies	Cap Outlay	Other Misc.	Totals	% OF Budget
Basic FEFP K-12	5100	4,912,274.95	5,890,021.46	2,015,015.91	666,784.25	157,109.90	0.00	220,550.93	1,234,319.58	3,601.00	4,297,381.57	72.96%
Exceptional	5200	4,678,514.65	4,731,211.13	2,197,851.65	839,719.65	282,453.61	0.00	84,026.79	26,711.02	0.00	3,430,762.72	72.51%
Career Education	5300	358,931.88	413,232.88	0.00	0.00	5,000.00	0.00	96,492.18	138,308.11	17,574.00	257,374.29	62.28%
Adult General	5400	106,035.10	106,035.10	36,012.29	15,461.38	198.00	0.00	3,122.66	3,756.54	13,910.00	72,460.87	68.34%
Other Instruction	5900	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Student Support Services	6100	1,429,158.65	1,579,965.65	819,716.99	280,775.68	34,613.61	0.00	20,964.82	148.00	1,361.25	1,157,580.35	73.27%
Instructional Media	6200	20,581.85	5,046.27	0.00	0.00	0.00	0.00	369.53	4,329.41	0.00	4,698.94	93.12%
Inst & Curric Dev Services	6300	2,384,416.47	2,380,500.26	1,224,813.63	354,701.58	18,812.58	0.00	3,927.73	4,719.78	1,844.50	1,608,819.80	67.58%
Inst Staff Training Services	6400	2,570,210.26	2,648,978.95	686,176.71	194,557.37	565,233.24	0.00	23,324.39	609.45	55,051.10	1,524,952.26	57.57%
Instruction Related Technology	6500	402,660.04	402,660.04	0.00	0.00	10,723.40	0.00	0.00	391,936.64	0.00	402,660.04	100.00%
General Administration	7200	591,857.97	612,765.17	0.00	0.00	0.00	0.00	0.00	0.00	324,309.66	324,309.66	52.93%
School Administration	7300	29,317.01	116,259.65	56,905.40	11,617.92	0.00	0.00	0.00	0.00	0.00	68,523.32	58.94%
School Facilities	7400	0.00	27.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Food Services	7600	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Central Services	7700	48,128.16	40,072.33	8,040.33	594.88	0.00	0.00	0.00	0.00	0.00	8,635.21	21.55%
Pupil Transportation Services	7800	37,352.32	36,000.00	2,555.66	441.65	0.00	2,931.60	0.00	0.00	0.00	5,928.91	16.47%
Operation Of Plant	7900	0.00	1,110.54	97.50	18.59	0.00	0.00	97.91	0.00	0.00	214.00	19.27%
Maintenance Of Plant	8100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Administrative Technology Svcs	8200	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Community Services	9100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expense		**17,569,439.31**	**18,963,887.42**	**7,047,186.07**	**2,364,672.95**	**1,074,144.34**	**2,931.60**	**452,876.94**	**1,804,838.53**	**417,651.51**	**13,164,301.94**	**69.42%**

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CLAY COUNTY SCHOOL BOARD
SPECIAL REVENUE FUNDS -CARES ACT RELIEF
STATEMENT OF REVENUE
07/01/2020 thru 04/30/2021

		Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Fed thru State	CARES ACT ESSER	3271	4,546,040.20	5,247,109.20	4,157,030.93	79.23%
Fed thru State - Total			**4,546,040.20**	**5,247,109.20**	**4,157,030.93**	
Local Sources	Interest Incl Profit On Invest	3430	0.00	0.00	757.64	NA
Local Sources - Total			**0.00**	**0.00**	**757.64**	
Revenue			**4,546,040.20**	**5,247,109.20**	**4,157,788.57**	
Grand Total			**4,546,040.20**	**5,247,109.20**	**4,157,788.57**	**79.24%**

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CLAY COUNTY SCHOOL BOARD
SPECIAL REVENUE FUNDS -CARES ACT RELIEF
STATEMENT OF EXPENDITURES AND TRANSFERS
07/01/2020 thru 04/30/2021

Expense

	Acct#	Original Budget	Amended Budget	Salaries	Emp Benefits	Purch Services	Energy Services	Mat Supplies	Cap Outlay	Other Misc.	Totals	% OF Budget
Basic FEFP K-12	5100	2,988,917.72	3,281,058.46	164,886.86	28,871.76	620,904.41	0.00	105,769.89	2,097,898.50	0.00	3,018,331.42	91.99%
Applied Technology	5300	136,456.00	136,456.00	0.00	0.00	0.00	0.00	4,094.93	119,496.67	0.00	123,591.60	90.57%
Student Support Services	6100	214,497.80	220,406.44	0.00	0.00	0.00	0.00	123,357.46	12,402.70	0.00	135,760.16	61.60%
Inst Staff Training Services	6400	0.00	109,434.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00%
General Administration	7200	71,714.00	71,098.00	0.00	0.00	0.00	0.00	0.00	0.00	39,298.36	39,298.36	55.27%
Central Services	7700	30,924.00	30,924.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	0.00%
Pupil Transportation Services	7800	44,800.52	38,354.48	28,560.00	5,665.85	0.00	4,128.63	0.00	0.00	0.00	38,354.48	100.00%
Operation Of Plant	7900	940,190.76	1,240,838.02	0.00	0.00	106,595.90	0.00	559,684.75	87,807.96	0.00	754,088.61	60.77%
Maintenance Of Plant	8100	118,539.40	118,539.40	0.00	0.00	4,010.11	0.00	44,353.83	0.00	0.00	48,363.94	40.80%
Total Expense		**4,546,040.20**	**5,247,109.20**	**193,446.86**	**34,537.61**	**731,510.42**	**4,128.63**	**837,260.86**	**2,317,605.83**	**39,298.36**	**4,157,788.57**	**79.24%**

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CLAY COUNTY SCHOOL BOARD
SELF INSURANCE FUND
STATEMENT OF REVENUE, EXPENDITURES, AND TRANSFERS
07/01/2020 Thru 04/30/2021

REVENUE AND TRANSFERS

Local Sources

	Acct #	Original Budget	Amended Budget	Cash Received	% OF COLL
Interest Incl Profit On Invest	3430	70,000.00	70,000.00	11,134.88	15.91%
Charges For Services	3481	2,931,181.00	2,931,181.00	3,233,572.63	110.32%
Total Local Sources		3,001,181.00	3,001,181.00	3,244,707.51	
Total REVENUE AND TRANSFERS		3,001,181.00	3,001,181.00	3,244,707.51	
Fund Balance July 1, 2020		4,923,526.28	4,923,526.28	4,923,526.28	
GRAND TOTAL		7,924,707.28	7,924,707.28	8,168,233.79	**103.07%**

EXPENDITURES

Gen Sup Srvc

	Acct #	Original Budget	Amended Budget	Expended	% OF EXP
Workmans Comp	240	1,500,000.00	1,500,000.00	806,788.65	53.79%
Pro & Tech Serv	310	173,935.00	173,935.00	137,638.00	79.13%
Ins & Bond Prem	320	1,087,651.00	1,107,651.00	1,181,172.05	106.64%
Total Gen Sup Srvc		2,761,586.00	2,781,586.00	2,125,598.70	
Total EXPENDITURES		2,761,586.00	2,781,586.00	2,125,598.70	**76.42%**

FUND BALANCE

Fund Balance

	Acct #	Original Budget	Amended Budget		
Fund Balance June 30, 2021	2750	5,163,121.28	5,143,121.28	6,042,635.09	
Total Fund Balance		5,163,121.28	5,143,121.28	6,042,635.09	
GRAND TOTAL		7,924,707.28	7,924,707.28	8,168,233.79	**103.07%**

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APRIL, 2021									
LOCATION		BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	TRANFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0311	KEYSTONE HEIGHTS JR/SR HIGH	2,500.00							2,500.00
0341	CLAY HIGH SCHOOL	5,599.00							5,599.00
0371	WILKINSON JUNIOR HIGH	1,255.23							1,255.23
0501	TYNES ELEMENTARY	1,512.50							1,512.50
0541	RIDEOUT ELEMENTARY	7,605.95							7,605.95
0551	FLEMING ISLAND HIGH SCHOOL	3,385.00							3,385.00
0611	OAKLEAF JUNIOR HIGH	37,921.00							37,921.00
0661	OAKLEAF HIGH SCHOOL	20,895.00						20,895.00	0.00
9005	EXCEPTIONAL STUDENT EDUCATION	1,105.82							1,105.82
9008	ADULT COMMUNITY EDUCATION	1,295.00							1,295.00
9010	TRANSPORTATION	38,383.84							38,383.84
9020	OFFICE OF SUPPORT SERVICES	4,495.38							4,495.38
9121	MAINTENANCE	13,800.00							13,800.00
9022	OPERATIONS	80,245.40							80,245.40
9023	FACILITY PLANNING & CONSTRUCT	21,441.02							21,441.02
9040	INFORMATION SERVICES	4,587,642.51		38,712.08					4,626,354.59
9050	BUSINESS AFFAIRS	11,240.83							11,240.83
9110	FOOD & NUTRITION SERVICES	41,095.00							41,095.00
	TOTAL	4,881,418.48	0.00	38,712.08	0.00	0.00	0.00	20,895.00	4,899,235.56

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Clay County Public Schools
Vehicles

Location Number	Begin Balance	New Purchase	Other	Monthly Deletions	Ending Balance
9010 TRANSPORTATION	31,092,793.08	30,093.00	0.00	0.00	31,122,886.08
	31,092,793.08	30,093.00	0.00	0.00	31,122,886.08

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Clay County Public Schools
AudioVisual

Location Number	Begin Balance	New Purchase	Other	Monthly Deletions	Ending Balance
0111 BANNERMAN LEARNING CENTER	2,402.11	0.00	0.00	0.00	2,402.11
0252 ORANGE PARK HIGH	11,164.04	0.00	0.00	0.00	11,164.04
0311 KEYSTONE HEIGHTS JR/SR HIGH	1,792.00	0.00	0.00	0.00	1,792.00
0341 CLAY HIGH SCHOOL	11,880.77	0.00	0.00	0.00	11,880.77
0361 ORANGE PARK JUNIOR HIGH	1,149.00	0.00	0.00	0.00	1,149.00
0391 MIDDLEBURG HIGH SCHOOL	15,208.40	0.00	0.00	0.00	15,208.40
0481 LAKE ASBURY JUNIOR HIGH	11,237.85	0.00	0.00	0.00	11,237.85
0551 FLEMING ISLAND HIGH SCHOOL	3,149.99	0.00	0.00	0.00	3,149.99
0661 OAKLEAF HIGH SCHOOL	6,221.21	0.00	0.00	0.00	6,221.21
	64,205.37	0.00	0.00	0.00	64,205.37

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APRIL, 2021

LOCATION		BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	REINSTATED	TRANFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0020	FL YOUTH CHALLENGE ACADEMY	4,120.00								4,120.00
0021	GREEN COVE SPRINGS JUNIOR HIGH	319,199.23	1,149.00							320,348.23
0071	CHARLES E BENNETT ELEMENTARY	129,228.40								129,228.40
0111	BANNERMAN LEARNING CENTER	130,598.08								130,598.08
0201	ORANGE PARK ELEMENTARY	131,170.61						1,036.35	1,519.05	128,615.21
0232	GROVE PARK ELEMENTARY	150,233.60								150,233.60
0241	W E CHERRY ELEMENTARY	189,972.82								189,972.82
0252	ORANGE PARK HIGH	1,188,880.94	1,553.90						2,361.48	1,188,073.36
0261	DOCTORS INLET ELEMENTARY	211,945.29							2,401.75	209,543.54
0271	MIDDLEBURG ELEMENTARY	220,451.72						2,504.17		217,947.55
0301	KEYSTONE HEIGHTS ELEMENTARY	300,046.26					7,046.00	2,843.00		304,249.26
0311	KEYSTONE HEIGHTS JR/SR HIGH	658,063.18					1,268.80			659,331.98
0331	S BRYAN JENNINGS ELEMENTARY	188,267.19								188,267.19
0341	CLAY HIGH SCHOOL	827,868.85								827,868.85
0351	LAKESIDE JUNIOR HIGH	381,485.09								381,485.09
0352	LAKESIDE ELEMENTARY	200,598.35	4,400.00						16,190.75	188,807.60
0361	ORANGE PARK JUNIOR HIGH	327,635.54	5,550.00						8,348.50	324,837.04
0371	WILKINSON JUNIOR HIGH	413,669.77	3,078.85						1,622.00	415,126.62
0381	MONTCLAIR ELEMENTARY	123,629.38					7,046.00	7,845.06		122,830.32
0391	MIDDLEBURG HIGH SCHOOL	1,229,781.65								1,229,781.65
0401	RIDGEVIEW ELEMENTARY	222,967.75								222,967.75
0411	CLAY HILL ELEMENTARY	234,100.05							10,526.12	223,573.93
0431	RIDGEVIEW HIGH SCHOOL	1,018,350.26								1,018,350.26
0451	LAKE ASBURY ELEMENTARY	196,552.56	2,935.00						6,067.00	193,420.56
0471	ROBERT M PATERSON ELEMENTARY	168,103.65					5,070.89	1,859.00		171,315.54
0481	LAKE ASBURY JUNIOR HIGH	583,945.72	5,550.00						5,345.00	584,150.72
0491	WILKINSON ELEMENTARY	247,797.19								247,797.19
0501	TYNES ELEMENTARY	225,181.33								225,181.33
0511	MCRAE ELEMENTARY	212,112.28								212,112.28
0521	FLEMING ISLAND ELEMENTARY	184,040.42								184,040.42
0531	THUNDERBOLT ELEMENTARY	217,265.65								217,265.65
0541	RIDEOUT ELEMENTARY	145,867.63	2,169.28						$3,921.00	144,115.91
0551	FLEMING ISLAND HIGH SCHOOL	1,017,682.45	22,022.47						1,005.00	1,038,699.92
0571	SWIMMING PEN CREEK ELEMENTARY	134,215.39							1,185.00	133,030.39
0591	ARGYLE ELEMENTARY SCHOOL	160,550.22								160,550.22
0601	COPPERGATE ELEMENTARY	172,292.46	8,256.00							180,548.46
0611	OAKLEAF JUNIOR HIGH	495,241.99							1,070.64	494,171.35
0621	OAKLEAF VILLAGE ELEMENTARY	285,240.62					2,374.90			287,615.52

FILED

APRIL, 2021

LOCATION		BEG BALANCE	NEW PURCHASE	VALUE ADD	OTHER	REINSTATED	TRANFER IN	TRANSFER OUT	DELETIONS	ENDING BALANCE
0631	SHADOWLAWN ELEMENTARY	237,082.90								237,082.90
0641	DISCOVERY OAKS ELEMENTARY	656,780.33								656,780.33
0651	PLANTATION OAKS ELEMENTARY	618,362.28								618,362.28
0661	OAKLEAF HIGH SCHOOL	1,404,771.58							1,995.00	1,402,776.58
0769	ST JOHNS COUNTRY DAY	25,893.80								25,893.80
1409	ANNUNCIATION CATHOLIC SCHOOL	0.00					1,059.00			1,059.00
7005	CLAY VIRTUAL - ACADEMY	25,009.93								25,009.93
9000	SCHOOL BOARD	26,342.86								26,342.86
9002	CAREER AND TECHNICAL EDUCATION	21,106.57								21,106.57
9003	DEPT OF INST RESOURCES STEM	54,411.39								54,411.39
9004	STUDENT SERVICES	49,560.06								49,560.06
9005	EXCEPTIONAL STUDENT EDUCATION	227,812.53						1,268.80	1,004.50	225,539.23
9006	DEPT OF ELEMENTARY EDUCATION	45,019.07							1,060.43	43,958.64
9007	K12 ACADEMIC SERVICES	8,287.57	2,292.36							10,579.93
9008	ADULT COMMUNITY EDUCATION	68,928.09								68,928.09
9009	SCH IMPROVEMENT & PROF DEVEL	49,019.57								49,019.57
9010	TRANSPORTATION	513,354.18							3,402.54	509,951.64
9014	INSTRUCTIONAL MEDIA SERVICES	1,709.50								1,709.50
9016	SUPERINTENDENT/DEPUTY SUPER	41,859.15								41,859.15
9020	OFFICE OF SUPPORT SERVICES	11,536.38								11,536.38
9021	MAINTENANCE DEPARTMENT	620,398.76					12,547.06	7,046.00		625,899.82
9022	OPERATIONS	152,133.10	14,210.00							166,343.10
9023	FACILITY PLANNING & CONSTRUCT	29,923.99								29,923.99
9024	CODE ENFORCEMENT	5,136.47								5,136.47
9025	SCHOOL POLICE DEPARTMENT	328,838.25	11,575.61							340,413.86
9030	PRINT CENTER	64,262.81								64,262.81
9040	INFORMATION SERVICES	2,345,535.23	14,641.32							2,360,176.55
9050	BUSINESS AFFAIRS DIVISION	113,304.82								113,304.82
9060	HUMAN RESOURCES	70,034.12								70,034.12
9106	TITLE 1	24,606.89						1,059.00		23,547.89
9110	FOOD & NUTRITION SERVICES	229,655.17					6,383.52	17,334.79		218,703.90
9111	INSTRUCTIONAL DIVISION	28,411.83								28,411.83
9113	TEACHER TRAINING CENTER FIH	8,488.00								8,488.00
9114	TEACHER LEARNING CENTER OPHS	4,382.44								4,382.44
	TOTAL	21,360,313.19	99,383.79	0.00	0.00	0.00	42,796.17	42,796.17	69,025.76	21,390,671.22

FILED

June 3, 2021 - Regular School Board Meeting

Title
C14 - Budget Amendment for Month Ending April 30, 2021

Description
Florida State Board of Education Administrative Rule 6A-1.006 requires that the School Board approved amendments to the district school budget whenever the function and object amounts in the accounts prescribed by the State Board are changed from the original budget approved by the School Board. The Budget Amendments are procedurally necessary to update our budget to reflect changes outlined in the attached statements.

Gap Analysis
The monthly budget amendments show compliance to the district's amended budget as of the month-end reported and meet State and School Board financial reporting requirements.

Previous Outcomes
It has been standard practice to provide budget amendments in accordance with Florida State Board of Education Administrative Rule 6A-1.006.

Expected Outcomes
The monthly budget amendments are provided to meet stewardship responsibilities of the district for reporting and accountability of the district budget.

Strategic Plan Goal
The district ensures fiscal responsibility and equitable distribution of resources.

Recommendation
Approval of the Budget Amendments as presented for the month ending April 30, 2021.

Contact
Dr. Susan M. Legutko, Assistant Superintendent for Business Affairs (904) 336-6721

Financial Impact
As presented

Review Comments

Attachments
Budget Amendment April 2021.pdf

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CLAY COUNTY DISTRICT SCHOOLS

900 WALNUT STREET, GREEN COVE SPRINGS, FL 32043
P (904) 336-6500 F (904) 336-6536 W oneclay.net

SUPERINTENDENT OF SCHOOLS
David S. Broskie

BOARD MEMBERS:
Janice Kerekes, District 1
Beth Clark, District 2
Tina Bullock, District 3
Mary Bolla, District 4
Ashley Gilhousen, District 5

CLAY COUNTY SCHOOLS
RESOLUTION TO AMEND DISTRICT BUDGET
FISCAL YEAR 2020-2021
FOR MONTH ENDING APRIL 30, 2021

Florida State Board of Education Administrative Rule 6A-1.006 requires that the School Board approve amendments to the district school budget whenever the function and object amounts in the accounts prescribed by the State Board form are changed from the original budget approved by the School Board. The Budget Amendments are procedurally necessary to update our budget to reflect changes outlined in the attached statements.

FUND	DESCRIPTION
GENERAL FUND (100)	THE GENERAL FUND IS THE LARGEST FUND WITHIN THE ACCOUNTING STRUCTURE OF THE SCHOOL DISTRICT. IT IS USED TO REPORT THE DISTRICT'S DAILY, MONTHLY AND ANNUAL FINANCIAL OPERATIONS OF THE SCHOOLS AND DISTRICT OFFICE.
GENERAL FUND VOTED MILLAGE (105)	THE VOTED MILLAGE FUNDS ARE FUNDS APPROVED BY THE CLAY COUNTY VOTERS TO SUPPORT SAFETY, SECURITY, AND OTHER OPERATIONAL EXPENDITURES.
DEBT SERVICE (2XX)	DEBT SERVICE FUNDS ARE USED TO ACCOUNT FOR AND REPORT FINANCIAL RESOURCES THAT ARE RESTRICTED, COMMITTED, OR ASSIGNED TO EXPENDITURES FOR THE DISTRICT'S PRINCIPAL AND INTEREST PAYMENTS FOR ITS OUTSTANDING DEBT.
CAPITAL PROJECTS FUND(3XX)	CAPITAL PROJECT FUNDS ARE USED TO ACCOUNT FOR AND REPORT FINANCIAL RESOURCES THAT ARE RESTRICTED, COMMITTED OR ASSIGNED TO EXPENDITURES FOR MAJOR CAPITAL OUTLAYS, INCLUDING THE ACQUISITION OR CONSTRUCTION OF CAPITAL FACILITIES AND THEIR CAPITAL ASSETS.
SPECIAL REVENUE FOOD SERVICE (410)	SPECIAL REVENUE FUNDS, FOOD SERVICES ARE USED TO ACCOUNT FOR AND REPORT THE PROCEEDS OF SPECIFIC REVENUE SOURCES THAT ARE RESTRICTED OR COMMITTED TO EXPENDITURES FOR THE FOOD SERVICES OPERATIONS.
SPECIAL REVENUE OTHER (42X)	SPECIAL REVENUE, OTHER FUNDS ARE USED TO ACCOUNT FOR AND REPORT THE PROCEEDS OF SPECIFIC FEDERAL REVENUE SUCH AS TITLE I, TITLE II, TITLE III, CARES ACT FUNDING THAT IS RESTRICTED OR COMMITTED TO EXPENDITURES FOR THE SPECIFIC PROGRAM.
SPECIAL REVENUE CARES ACT RELIEF FUNDS (44X)	SPECIAL REVENUE FUNDS, CARES ACT RELIEF FUNDS ARE FEDERAL FUNDS THAT ARE ONE-TIME NON-RECURRING RELIEF FUNDS TO ADDRESS THE IMPACT THAT THE COVID-19 HAS HAD, AND CONTINUES TO HAVE, ON ELEMENTARY AND SECONDARY SCHOOLS.

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CLAY COUNTY DISTRICT SCHOOL

RESOLUTION TO AMEND DISTRICT BUDGET

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FISCAL YEAR 2020-2021

GENERAL FUND

FUND 100

SCHOOL BOARD OF CLAY COUNTY
RESOLUTION TO AMEND DISTRICT BUDGET
FISCAL YEAR 2020-2021
GENERAL FUND REVENUE
FUND 100
Month Ending April 30, 2021

Function	Description	Adopted	Beginning Budget	Budget Adj	Working Budget
3120	Federal Impact Funds	$550,000	$550,000	$0	$550,000
3190	Other Federal Direct	$350,000	$350,000	$0	$350,000
3202	Medicaid	$1,200,000	$1,800,000	$0	$1,800,000
3280	Federal Through Local Revenue	$296,254	$312,181	$0	$312,181
3310	Florida Educ Finance Program	$199,616,067	$199,616,067	($845,941)	$198,770,126
3315	Workforce Development	$495,645	$495,645	$0	$495,645
3320	State Auto License CO and DS	$22,000	$22,000	$0	$22,000
3340	Other State Revenues	$20,000	$20,000	$16,000	$36,000
3350	Other Categorical	$41,608,810	$41,608,810	$0	$41,608,810
3370	VPK	$677,400	$753,012	$0	$753,012
3390	Miscellaneous State Revenues	$325,254	$1,057,448	($200,870)	$856,578
3410	Taxes	$57,093,187	$57,093,187	$0	$57,093,187
3421	Tax Redemptions	$750,000	$750,000	$0	$750,000
3425	Rent	$250,000	$250,000	$0	$250,000
3430	Interest Incl Profit On Inves	$800,000	$130,000	$0	$130,000
3440	Gifts Grants & Bequests	$57,833	$182,818	$0	$182,818
3460	Student Fees	$47,800	$69,972	$1,132	$71,104
3470	Other Fees	$340,000	$354,790	$0	$354,790
3490	Misc Local Resources	$2,102,829	$2,113,436	$244,261	$2,357,697
3630	Transfer From Capital Projects	$4,100,753	$4,873,774	$0	$4,873,774
3733	Sale of Capital Asset	$50,000	$50,000	$70,000	$120,000
3740	Insurance Loss Recoveries	$0	$0	$0	$0
Revenue - Totals		**$310,753,832**	**$312,453,139**	**($715,418)**	**$311,737,721**

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SCHOOL BOARD OF CLAY COUNTY
RESOLUTION TO AMEND DISTRICT BUDGET
FISCAL YEAR -2020-2021
GENERAL FUND EXPENSES
FUND 100
Month Ending April 30, 2021

Function		Description	Adopted	Beginning Budget	Budget Adj	Working Budget
5000	**Instruction**					
	100	Salaries	$137,776,913	$135,063,011	$1,972	$135,064,982
	200	Employee Benefits	$44,560,775	$44,724,474	$2,031	$44,726,505
	300	Purchased Services	$10,448,742	$23,583,635	$28,030	$23,611,668
	400	Energy Services	$14,412	$16,381	($4,495)	$11,886
	500	Material and Supplies	$10,283,009	$10,603,923	($430,181)	$10,173,742
	600	Capital Outlay	$929,005	$1,414,650	$298,603	$1,713,252
	700	Other	$2,940,426	$3,158,781	($131,173)	$3,027,607
Total Expenses			**$206,953,282**	**$218,564,854**	**($235,213)**	**$218,329,641**

Function		Description	Adopted	Beginning Budget	Budget Adj	Working Budget
6100	**Pupil Personnel Services**					
	100	Salaries	$11,673,628	$11,798,819	$74,666	$11,873,485
	200	Employee Benefits	$3,731,210	$3,777,511	$17,114	$3,794,626
	300	Purchased Services	$1,194,731	$1,052,107	($1,133)	$1,050,973
	400	Energy Services	$1,500	$1,500	$0	$1,500
	500	Material and Supplies	$97,259	$100,896	($1,330)	$99,566
	600	Capital Outlay	$67,343	$72,624	$1,325	$73,949
	700	Other	$9,733	$7,797	($400)	$7,397
6140	**Psychological Services**					
	300	Purchased Services	$0	$0	$0	$0
6150	**Parent Involvement**					
	100	Salaries	$64,620	$64,620	$0	$64,620
	200	Employee Benefits	$28,253	$28,253	$0	$28,253
	300	Purchased Services	$6,450	$6,450	$0	$6,450
	500	Material and Supplies	$11,534	$4,000	$0	$4,000
	600	Capital Outlay	$5,445	$0	$0	$0
6190	**Guidance Administration**					
	100	Salaries	$107,496	$107,496	$0	$107,496
	200	Employee Benefits	$34,461	$34,461	$0	$34,461
6200	**Instructional Media**					
	100	Salaries	$2,907,285	$2,907,285	$0	$2,907,285
	200	Employee Benefits	$1,031,391	$1,031,391	$0	$1,031,391
	300	Purchased Services	$216,358	$244,922	($8,214)	$236,707
	500	Material and Supplies	$88,878	$63,180	($546)	$62,633
	600	Capital Outlay	$348,342	$366,104	$13,699	$379,805
	700	Other	$2,025	$2,000	($310)	$1,690
6300	**Inst & Curric Dev Services**					
	100	Salaries	$3,003,704	$3,016,513	$0	$3,016,513
	200	Employee Benefits	$969,661	$971,596	$120	$971,716
	300	Purchased Services	$214,022	$211,908	$880	$212,788
	400	Energy Services	$800	$800	$0	$800
	500	Material and Supplies	$61,149	$51,146	($4,975)	$46,171
	600	Capital Outlay	$52,516	$55,407	$280	$55,687
	700	Other	$57,150	$33,189	($500)	$32,689
6400	**Inst Staff Training Services**					
	100	Salaries	$1,784,021	$1,788,108	$1,856	$1,789,964
	200	Employee Benefits	$568,372	$568,630	$152	$568,782
	300	Purchased Services	$419,568	$442,179	$41,772	$483,952
	500	Material and Supplies	$107,835	$58,034	$11,804	$69,836

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SCHOOL BOARD OF CLAY COUNTY
RESOLUTION TO AMEND DISTRICT BUDGET
FISCAL YEAR -2020-2021
GENERAL FUND EXPENSES
FUND 100
Month Ending April 30, 2021

Function		Description	Adopted	Beginning	Budget Adj	Working
	600	Capital Outlay	$2,200	$3,472	($200)	$3,272
	700	Other	$10,350	$77,901	$0	$77,901
6500	Instruction Related Technology					
	100	Salaries	$2,362,334	$2,362,334	$0	$2,362,334
	200	Employee Benefits	$730,955	$730,955	$0	$730,955
	300	Purchased Services	$1,082,849	$1,370,360	$4,500	$1,374,860
	500	Material and Supplies	$56,353	$69,953	$1,048	$71,001
	600	Capital Outlay	$418,845	$500,586	$96,818	$597,403
7100	Board					
	100	Salaries	$376,868	$376,868	$0	$376,868
	200	Employee Benefits	$120,866	$120,866	$0	$120,866
	300	Purchased Services	$462,376	$462,276	$48,500	$510,776
	500	Material and Supplies	$7,269	$7,369	$0	$7,369
	600	Capital Outlay	$1,500	$1,500	$0	$1,500
	700	Other	$27,000	$27,000	$0	$27,000
7200	General Administration					
	100	Salaries	$331,150	$331,150	$0	$331,150
	200	Employee Benefits	$134,894	$134,894	$0	$134,894
	300	Purchased Services	$22,279	$26,305	$0	$26,305
	400	Energy Services	$1,000	$1,000	$0	$1,000
	500	Material and Supplies	$2,700	$3,700	($507)	$3,193
	600	Capital Outlay	$2,000	$1,974	$0	$1,974
	700	Other	$17,000	$17,025	$0	$17,025
7300	School Administration					
	100	Salaries	$12,306,431	$12,288,034	$19,651	$12,307,686
	200	Employee Benefits	$3,825,061	$3,825,255	$6,375	$3,831,630
	300	Purchased Services	$77,188	$64,956	($13,234)	$51,721
	500	Material and Supplies	$70,791	$70,938	($20,046)	$50,892
	600	Capital Outlay	$33,716	$49,725	$40,558	$90,281
	700	Other	$21,064	$22,351	($2,110)	$20,241
7400	Facilities Aquisition & Const					
	100	Salaries	$501,077	$501,077	$0	$501,077
	200	Employee Benefits	$161,893	$161,893	$0	$161,893
	300	Purchased Services	$495,214	$503,482	($38,547)	$464,935
	400	Energy Services	$2,200	$2,200	$0	$2,200
	500	Material and Supplies	$45,656	$43,656	($17,284)	$26,372
	600	Capital Outlay	$1,341,241	$2,321,607	($27,897)	$2,293,710
	700	Other	$2,000	$775,021	$0	$775,021
7500	Fiscal Services					
	100	Salaries	$914,077	$914,077	$0	$914,077
	200	Employee Benefits	$251,156	$251,156	$0	$251,156
	300	Purchased Services	$419,167	$418,409	($48,500)	$369,909
	500	Material and Supplies	$12,218	$11,704	$0	$11,704
	600	Capital Outlay	$2,375	$2,398	$0	$2,398
	700	Other	$375	$375	$0	$375
7600	Food Services					
	100	Salaries	$93,273	$93,273	$0	$93,273
	200	Employee Benefits	$27,073	$27,073	$0	$27,073
	600	Capital Outlay	$0	$0	$0	$0
	700	Other	$0	$0	$0	$0
7700	Central Services					

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SCHOOL BOARD OF CLAY COUNTY
RESOLUTION TO AMEND DISTRICT BUDGET
FISCAL YEAR -2020-2021
GENERAL FUND EXPENSES
FUND 100
Month Ending April 30, 2021

Function		Description	Adopted	Beginning	Budget Adj	Working
	100	Salaries	$2,166,470	$2,174,060	$6,666	$2,180,726
	200	Employee Benefits	$711,973	$712,553	$0	$712,553
	300	Purchased Services	$657,428	$638,849	($6,683)	$632,166
	400	Energy Services	$8,086	$8,086	$0	$8,086
	500	Material and Supplies	$57,589	$59,244	$7,089	$66,333
	600	Capital Outlay	$286,324	$285,224	($46)	$285,178
	700	Other	$79,205	$79,205	$428	$79,633
7800	Pupil Transportation Services					
	100	Salaries	$8,300,685	$8,242,059	($1,967)	$8,240,092
	200	Employee Benefits	$1,357,428	$1,363,336	$0	$1,363,336
	300	Purchased Services	$386,290	$542,242	$1,684	$543,926
	400	Energy Services	$1,108,001	$1,033,860	($1,948)	$1,031,912
	500	Material and Supplies	$1,179,171	$1,110,071	($6,100)	$1,103,971
	600	Capital Outlay	$191,000	$232,223	$5,000	$237,223
	700	Other	$186,050	$185,000	$0	$185,000
7900	Operation Of Plant					
	100	Salaries	$5,806,321	$5,945,781	($1,992)	$5,943,789
	200	Employee Benefits	$2,426,744	$2,479,825	$992	$2,480,817
	300	Purchased Services	$7,925,710	$6,896,787	$147,737	$7,044,524
	400	Energy Services	$7,615,919	$7,608,540	($157,603)	$7,450,937
	500	Material and Supplies	$638,374	$670,943	$25,260	$696,203
	600	Capital Outlay	$1,298,007	$1,277,373	$26,687	$1,304,061
	700	Other	$1,000,500	$1,000,550	$17	$1,000,567
8100	Maintenance Of Plant					
	100	Salaries	$2,855,562	$2,855,562	$0	$2,855,562
	200	Employee Benefits	$1,089,171	$1,089,171	$0	$1,089,171
	300	Purchased Services	$841,714	$854,914	$0	$854,914
	400	Energy Services	$129,264	$129,264	($10,000)	$119,264
	500	Material and Supplies	$931,483	$964,418	$10,000	$974,418
	600	Capital Outlay	$212,400	$174,715	$0	$174,715
	700	Other	$9,000	$12,058	$0	$12,058
8200	Administrative Technology Svcs					
	100	Salaries	$1,032,669	$1,032,669	$0	$1,032,669
	200	Employee Benefits	$334,880	$334,880	$0	$334,880
	300	Purchased Services	$63,282	$34,008	$9,319	$43,327
	400	Energy Services	$7,000	$7,000	$0	$7,000
	500	Material and Supplies	$35,388	$20,388	$0	$20,388
	600	Capital Outlay	$33,100	$22,278	$0	$22,278
	700	Other	$900	$900	$17	$917
9100	Community Services					
	100	Salaries	$251,246	$251,264	$0	$251,264
	200	Employee Benefits	$117,670	$117,652	$0	$117,652
	300	Purchased Services	$41,229	$39,629	$0	$39,629
	500	Material and Supplies	$80,908	$87,351	$65	$87,416
	600	Capital Outlay	$16	$1,752	$300	$2,052
	700	Other	$28,000	$28,070	$0	$28,070
9200	Debt Service					
	700	Other	$0	$0	$0	$0
Total Expenses			**$107,122,929**	**$108,448,824**	**$250,307**	**$108,699,132**

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CLAY COUNTY DISTRICT SCHOOL

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RESOLUTION TO AMEND DISTRICT BUDGET

FISCAL YEAR 2020-2021
GENERAL FUND-ONE MILL
FUND 105

SCHOOL BOARD OF CLAY COUNTY
RESOLUTION TO AMEND DISTRICT BUDGET
FISCAL YEAR 2020-2021
ONE MILL
FUND 105
Month Ending April 30, 2021

Function		Description	Adopted	Beginning Budget	Budget Adj	Working Budget
3400	**Revenue from Local Sources**					
	000	Revenue	$12,818,880	$13,001,411	$0	$13,001,411
Total Revenue			**$12,818,880**	**$13,001,411**	**$0**	**$13,001,411**
7400	**Facilities Aquisition & Const**					
	300	Purchased Services	$1,000	$1,000	$0	$1,000
	500	Material and Supplies	$160,000	$160,000	$0	$160,000
	600	Capital Outlay	$5,656,771	$5,656,771	$0	$5,656,771
7700	**Central Services**					
	300	Purchased Services	$750	$750	$0	$750
7800	**Pupil Transportation Services**					
	600	Capital Outlay	$0	$0	$0	$0
7900	**Operation Of Plant**					
	100	Salaries	$3,112,651	$3,112,651	$0	$3,112,651
	200	Employee Benefits	$1,209,381	$1,209,335	$0	$1,209,335
	300	Purchased Services	$720,555	$720,555	$0	$720,555
	400	Energy Services	$65,000	$65,000	$0	$65,000
	500	Material and Supplies	$56,857	$56,857	$0	$56,857
	600	Capital Outlay	$304,650	$304,651	$0	$304,651
	700	Other	$3,000	$3,000	$0	$3,000
8100	**Maintenance Of Plant**					
	100	Salaries	$101,762	$101,762	$0	$101,762
	200	Employee Benefits	$33,760	$33,759	$0	$33,759
Total Expenses			**$11,426,137**	**$11,426,091**	**$0**	**$11,426,091**

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CLAY COUNTY DISTRICT SCHOOL

RESOLUTION TO AMEND DISTRICT BUDGET

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FISCAL YEAR 2020-2021

DEBT SERVICE

FUND 2XX

SCHOOL BOARD OF CLAY COUNTY
RESOLUTION TO AMEND DISTRICT BUDGET
FISCAL YEAR 2020-2021
DEBT SERVICE
FUND 2XX
Month Ending April 30, 2021

Fund	Function	Description	Obj	Description	Adopted	Beginning Budget	Budget Adj	Working Budget
210	3320	State Auto License CO and DS	000	Revenue	$57,050	$57,050	$0	$57,050
222	3340	Other State Revenues	000	Revenue	$223,250	$223,250	$0	$223,250
	3430	Interest Incl Profit On Inves	000	Revenue	$50	$50	$0	$50
290	3430	Interest Incl Profit On Inves	000	Revenue	$50	$50	$0	$50
	3630	Transfer From Capital Projects	000	Revenue	$369,634	$369,634	$0	$369,634
292	3430	Interest Incl Profit On Inves	000	Revenue	$0	$0	$0	$0
	3630	Transfer From Capital Projects	000	Revenue	$3,940,113	$3,940,113	$0	$3,940,113
293	3430	Interest Incl Profit On Inves	000	Revenue	$356	$356	$0	$356
	3630	Transfer From Capital Projects	000	Revenue	$882,702	$882,702	$0	$882,702
299	3630	Transfer From Capital Projects	000	Revenue	$1,615,559	$1,615,559	$0	$1,615,559
Total Revenue					**$7,088,764**	**$7,088,764**	**$0**	**$7,088,764**
210	9200	Debt Service	710	Redemption of Principal	$55,950	$55,950	$0	$55,950
			730	Dues and Fees	$1,100	$1,100	$0	$1,100
222	9200	Debt Service	710	Redemption of Principal	$216,155	$216,155	$0	$216,155
			730	Dues and Fees	$0	$0	$0	$0
290	9200	Debt Service	710	Redemption of Principal	$364,634	$364,634	$0	$364,634
			730	Dues and Fees	$5,000	$5,000	$0	$5,000
292	9200	Debt Service	710	Redemption of Principal	$3,935,113	$3,935,113	$0	$3,935,113
			730	Dues and Fees	$5,000	$5,000	$0	$5,000
293	9200	Debt Service	710	Redemption of Principal	$878,058	$878,058	$0	$878,058
			730	Dues and Fees	$5,000	$5,000	$0	$5,000
298	9200	Debt Service	730	Dues and Fees	$0	$0	$0	$0
299	9200	Debt Service	710	Redemption of Principal	$1,615,560	$1,615,559	$0	$1,615,559
			730	Dues and Fees	$0	$0	$0	$0
Total Expenses					**$7,081,570**	**$7,081,569**	**$0**	**$7,081,569**

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CLAY COUNTY DISTRICT SCHOOL

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RESOLUTION TO AMEND DISTRICT BUDGET

FISCAL YEAR 2020-2021
CAPITAL PROJECTS
FUND 3XX

SCHOOL BOARD OF CLAY COUNTY
RESOLUTION TO AMEND DISTRICT BUDGET
FISCAL YEAR 2020-2021
CAPITAL PROJECTS
FUND 3XX
Month Ending April 30, 2021

Fund	Function	Description	Obj	Description	Adopted	Beginning Budget	Budget Adj	Working Budget
340	3430	Interest Incl Profit On Inves	000	Revenue	$6,432	$0	$0	$0
360	3320	State Auto License CO and DS	000	Revenue	$1,300,000	$1,300,000	$0	$1,300,000
	3430	Interest Incl Profit On Inves	000	Revenue	$0	$0	$0	$0
370	3410	Taxes	000	Revenue	$19,502,115	$19,502,115	$0	$19,502,115
	3430	Interest Incl Profit On Inves	000	Revenue	$20,000	$26,431	$0	$26,431
	3733	Sale of Capital Asset	000	Revenue	$50,000	$50,000	$486,091	$536,091
380	3430	Interest Incl Profit On Inves	000	Revenue	$10,000	$10,000	$0	$10,000
	3490	Misc Local Resources	000	Revenue	$7,500,000	$7,500,000	$0	$7,500,000
391	3430	Interest Incl Profit On Inves	000	Revenue	$0	$0	$0	$0
392	3410	Taxes	000	Revenue	$750,000	$1,487,537	$0	$1,487,537
	3430	Interest Incl Profit On Inves	000	Revenue	$0	$0	$0	$0
393	3390	Miscellaneous State Revenues	000	Revenue	$0	$0	$360,200	$360,200
394	3390	Miscellaneous State Revenues	000	Revenue	$0	$0	$0	$0
	3430	Interest Incl Profit On Inves	000	Revenue	$0	$0	$0	$0
395	3390	Miscellaneous State Revenues	000	Revenue	$46,500	$46,500	$0	$46,500
	3430	Interest Incl Profit On Inves	000	Revenue	$0	$0	$0	$0
396	3410	Taxes	000	Revenue	$0	$0	$5,500,000	$5,500,000
398	3430	Interest Incl Profit On Inves	000	Revenue	$0	$0	$0	$0
399	3390	Miscellaneous State Revenues	000	Revenue	$0	$564,940	$0	$564,940
	3430	Interest Incl Profit On Inves	000	Revenue	$0	$0	$0	$0
Total Revenue					**$29,185,047**	**$30,487,523**	**$6,346,291**	**$36,833,814**
340	7400	Facilities Aquisition & Const	670	Improvements other than Bldg	$0	$0	$0	$0
			680	Remodeling and Renovations	$6,431	$6,643	$0	$6,643
360	7400	Facilities Aquisition & Const	630	Buildings and Fixed Equip	$2,096,872	$2,000,872	$0	$2,000,872
			640	Furniture Fixtures & Equipment	$41,500	$137,500	$0	$137,500
			680	Remodeling and Renovations	$0	$0	$0	$0
	9200	Debt Service	730	Dues and Fees	$0	$0	$0	$0
370	7400	Facilities Aquisition & Const	630	Buildings and Fixed Equip	$5,139,192	$4,921,093	$130,373	$5,051,466
			690	Computer Software	$0	$76,073	$0	$76,073
			640	Furniture Fixtures & Equipment	$600,884	$616,589	$53,409	$669,998
			670	Improvements other than Bldg	$4,044,334	$4,257,882	$278,419	$4,536,300
			660	Land	$385,000	$385,000	$0	$385,000
			650	Motor Vehicles	$0	$132,751	($94,421)	$38,330
			680	Remodeling and Renovations	$13,847,805	$13,760,579	($47,943)	$13,712,635
	7800	Pupil Transportation Services	650	Motor Vehicles	$0	$158,000	$166,255	$324,255
	7900	Operation Of Plant	680	Remodeling and Renovations	$15,000	$15,000	$0	$15,000
	9200	Debt Service	710	Redemption of Principal	$28,487	$28,487	$0	$28,487
	9700	Transfer Of Funds	920	Transfers to Debt Service Fund	$1,980,194	$1,980,194	$0	$1,980,194
			910	Transfers to General Fund	$4,100,753	$4,100,753	$0	$4,100,753
380	7400	Facilities Aquisition & Const	630	Buildings and Fixed Equip	$12,003,136	$12,003,136	($70,000)	$11,933,136
			640	Furniture Fixtures & Equipment	$0	$0	$70,000	$70,000
	9700	Transfer Of Funds	920	Transfers to Debt Service Fund	$4,827,815	$4,827,815	$0	$4,827,815
392	7400	Facilities Aquisition & Const	620	Audiovisual Materials	$5,105	$5,105	$0	$5,105
			630	Buildings and Fixed Equip	$0	$0	$0	$0
			690	Computer Software	$351,461	$935,522	$0	$935,522
			640	Furniture Fixtures & Equipment	$153,147	$215,075	$9,247	$224,322
			650	Motor Vehicles	$0	$0	$0	$0
			680	Remodeling and Renovations	$91,227	$60,238	$0	$60,238
			360	Rentals	$0	$0	$0	$0
	9200	Debt Service	710	Redemption of Principal	$547,375	$547,375	($9,247)	$538,128
393	7400	Facilities Aquisition & Const	680	Remodeling and Renovations	$0	$0	$360,200	$360,200
394	9700	Transfer Of Funds	910	Transfers to General Fund	$0	$773,021	$0	$773,021
395	7400	Facilities Aquisition & Const	670	Improvements other than Bldg	$292,477	$292,477	$0	$292,477
398	7400	Facilities Aquisition & Const	670	Improvements other than Bldg	$0	$0	$0	$0
			680	Remodeling and Renovations	$665,166	$665,166	$0	$665,166
399	7400	Facilities Aquisition & Const	670	Improvements other than Bldg	$0	$362,491	($78,000)	$284,491
			680	Remodeling and Renovations	$347,548	$549,997	$78,000	$627,997
Total Expenses					**$51,570,908**	**$53,814,831**	**$846,292**	**$54,661,122**

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CLAY COUNTY DISTRICT SCHOOL

RESOLUTION TO AMEND DISTRICT BUDGET

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FISCAL YEAR 2020-2021
SPECIAL REVENUE – FOOD SERVICE
FUND 410

SCHOOL BOARD OF CLAY COUNTY
RESOLUTION TO AMEND DISTRICT BUDGET
FISCAL YEAR 2020-2021
SPECIAL REVENUE FOOD SERVICE
FUND 410
Month Ending April 30, 2021

Func	Obj	Description	Adopted	Beginning Budget	Budget Adj	Working Budget
		National School Lunch Act				
3260	000	Revenue	$13,818,810	$13,818,810	$0	$13,818,810
		Categorical State Sources				
3330	000	Revenue	$145,000	$145,000	$0	$145,000
		Interest Incl Profit On Inves				
3430	000	Revenue	$10,000	$10,000	$0	$10,000
		Food Services				
3450	000	Revenue	$4,190,300	$4,190,300	$0	$4,190,300
		Misc Local Resources				
3490	000	Revenue	$5,000	$5,000	$0	$5,000
Total Revenue			**$18,169,110**	**$18,169,110**	**$0**	**$18,169,110**
		Basic FEFP K-12				
5100	400	Energy Services	$1,500	$1,400	$0	$1,400
		Food Services				
7600	100	Salaries	$5,951,901	$5,951,901	$0	$5,951,901
	200	Employee Benefits	$2,693,609	$2,693,609	$0	$2,693,609
	300	Purchased Services	$261,979	$213,860	$0	$213,860
	400	Energy Services	$162,500	$162,500	$0	$162,500
	500	Material and Supplies	$8,113,044	$7,864,847	$0	$7,864,847
	600	Capital Outlay	$696,889	$993,305	$0	$993,305
	700	Other	$255,000	$255,000	$0	$255,000
		Central Services				
7700	100	Salaries	$0	$0	$0	$0
	200	Employee Benefits	$0	$0	$0	$0
		Operation Of Plant				
7900	100	Salaries	$0	$0	$0	$0
	200	Employee Benefits	$0	$0	$0	$0
Total Expenses			**$18,136,422**	**$18,136,422**	**$0**	**$18,136,422**

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CLAY COUNTY DISTRICT SCHOOL

RESOLUTION TO AMEND DISTRICT BUDGET

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FISCAL YEAR 2020-2021
SPECIAL REVENUE - OTHER
FUND 42X

SCHOOL BOARD OF CLAY COUNTY
RESOLUTION TO AMEND DISTRICT BUDGET
FISCAL YEAR 2020-2021
SPECIAL REVENUE OTHER
FUND 42X
Month Ending April 30, 2021

Func	Obj		Adopted	Beginning Budget	Budget Adj	Working Budget
3201	**Vocational Ed**					
3201		Revenue	$425,779	$137,273	$300,044	$437,316
3220	**Workforce Investment Act**					
3220		Revenue	$270,734	($329,352)	$600,088	$270,734
3226	**Eisenhower Math And Science**					
3226		Revenue	$1,603,469	$1,131,482	$450,066	$1,581,547
3230	**I.D.E.A.**					
3230		Revenue	$8,517,316	$7,391,733	$1,050,154	$8,441,883
3240	**Title I - Elem & Secondary Edu**					
3240		Revenue	$5,609,425	$5,006,094	$1,500,220	$6,506,310
3260	**National School Lunch Act**					
3260		Revenue	$0	($150,022)	$150,022	$0
3290	**Other Federal Thru State**					
3290		Revenue	$42,821	($516,327)	$600,088	$83,759
3190	**Other Federal Direct**					
3190		Revenue	$958,851	$102,906	$600,088	$702,992
3280	**Federal Through Local Revenue**					
3280		Revenue	$115,977	($203,686)	$300,044	$96,357
3430	**Interest Incl Profit On Inves**					
3430		Revenue	$0	($150,022)	$150,022	$0
Total Revenue			**$17,544,372**	**$12,420,079**	**$5,700,836**	**$18,120,897**
5000	**Instruction**					
100	Salaries		$5,259,187	$5,372,481	$0	$5,372,481
200	Employee Benefits		$1,923,694	$1,898,523	$0	$1,898,523
300	Purchased Services		$866,885	$903,880	($26,420)	$877,461
400	Energy Services		$0	$0	$0	$0
500	Material and Supplies		$670,994	$736,495	$49,061	$785,553
600	Capital Outlay		$1,312,744	$1,523,279	$147,791	$1,671,074
700	Other		$50,037	$51,387	($400)	$50,987
6100	**Student Personnel Services**					
100	Salaries		$876,114	$979,593	$0	$979,593
200	Employee Benefits		$309,992	$323,588	$0	$323,588
300	Purchased Services		$75,140	$72,711	$0	$72,711
500	Material and Supplies		$0	$0	$0	$0
600	Capital Outlay		$0	$0	$0	$0
700	Other		$5,063	$10,213	$0	$10,213
6110	**Social Work**					
200	Employee Benefits		$0	$15,569	$0	$15,569
300	Purchased Services		$0	$1,000	$0	$1,000
700	Other		$0	$0	$0	$0
6120	**Guidance Services**					
100	Salaries		$0	$7,421	$0	$7,421
200	Employee Benefits		$0	$1,418	$0	$1,418
6130	**Health Services**					
100	Salaries		$0	$0	$0	$0
200	Employee Benefits		$0	$0	$0	$0

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SCHOOL BOARD OF CLAY COUNTY
RESOLUTION TO AMEND DISTRICT BUDGET
FISCAL YEAR 2020-2021
SPECIAL REVENUE OTHER
FUND 42X
Month Ending April 30, 2021

Func	Obj	Adopted	Beginning Budget	Budget Adj	Working Budget
300	Purchased Services	$6,000	$6,000	$0	$6,000
500	Material and Supplies	$0	$150	$400	$550
600	Capital Outlay	$0	$0	$0	$0
6150	**Parent Involvement**				
100	Salaries	$0	$0	$0	$0
200	Employee Benefits	$363	$363	$0	$363
300	Purchased Services	$91,722	$93,144	($2,132)	$91,012
500	Material and Supplies	$60,545	$62,889	$3,415	$66,304
600	Capital Outlay	$207	$207	$0	$207
700	Other	$4,000	$4,000	$0	$4,000
6200	**Instructional Media**				
500	Material and Supplies	$0	$370	$0	$370
600	Capital Outlay	$25,582	$4,676	$0	$4,676
6300	**Inst & Curric Dev Services**				
100	Salaries	$1,663,864	$1,659,359	$0	$1,659,359
200	Employee Benefits	$662,605	$664,128	($924)	$663,204
300	Purchased Services	$49,224	$38,804	$0	$38,804
500	Material and Supplies	$6,273	$6,434	($130)	$6,304
600	Capital Outlay	$1,850	$4,846	$181	$5,027
700	Other	$600	$7,803	$0	$7,803
6400	**Inst Staff Training Services**				
100	Salaries	$992,643	$976,303	$21,850	$998,153
200	Employee Benefits	$340,677	$292,852	($3,066)	$289,785
300	Purchased Services	$974,370	$928,268	($33,615)	$894,653
500	Material and Supplies	$55,554	$45,478	$20,685	$66,163
600	Capital Outlay	$10,330	$2,330	$4,373	$6,703
700	Other	$70,920	$77,601	$4,950	$82,551
6500	**Instruction Related Technology**				
300	Purchased Services	$10,723	$10,723	$0	$10,723
600	Capital Outlay	$391,936	$391,936	$0	$391,936
7200	**General Administration**				
700	Other	$591,859	$601,178	$0	$601,178
7300	**School Administration**				
100	Salaries	$16,131	$84,734	$0	$84,734
200	Employee Benefits	$13,186	$31,525	$0	$31,525
7400	**Facilities Aquisition & Const**				
600	Capital Outlay	$0	$28	$0	$28
7600	**Food Services**				
100	Salaries	$0	$0	$0	$0
7700	**Central Services**				
100	Salaries	$40,800	$34,440	$0	$34,440
200	Employee Benefits	$7,329	$5,633	$0	$5,633
300	Purchased Services	$0	$0	$0	$0
7800	**Pupil Transportation Services**				
100	Salaries	$1,202	$0	$0	$0
200	Employee Benefits	$106	$0	$0	$0
300	Purchased Services	$36,000	$36,000	($36,000)	$0
400	Energy Services	$45	$0	$0	$0
7900	**Operation Of Plant**				

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SCHOOL BOARD OF CLAY COUNTY
RESOLUTION TO AMEND DISTRICT BUDGET
FISCAL YEAR 2020-2021
SPECIAL REVENUE OTHER
FUND 42X
Month Ending April 30, 2021

Func	Obj	Adopted	Beginning Budget	Budget Adj	Working Budget
100	Salaries	$0	$800	$0	$800
200	Employee Benefits	$0	$212	$0	$212
300	Purchased Services	$0	$0	$0	$0
500	Material and Supplies	$0	$100	$0	$100
600	Capital Outlay	$0	$0	$0	$0
8100	**Maintenance Of Plant**				
500	Material and Supplies	$0	$0	$0	$0
8200	**Administrative Technology Svcs**				
300	Purchased Services	$0	$0	$0	$0
9100	**Community Services**				
500	Material and Supplies	$0	$0	$0	$0
Total Expenses		**$17,476,496**	**$17,970,872**	**$150,019**	**$18,120,892**

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CLAY COUNTY DISTRICT SCHOOL

RESOLUTION TO AMEND DISTRICT BUDGET

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FISCAL YEAR 2020-2021
FEDERAL CARES ACT RELIEF FUNDS
FUND 44X

SCHOOL BOARD OF CLAY COUNTY
RESOLUTION TO AMEND DISTRICT BUDGET
FISCAL YEAR 2020-2021
SPECIAL REVENUE -CARES ACT RELIEF FUNDS
FUND 44X
Month Ending April 30, 2021

Func	Obj		Adopted	Beginning Budget	Budget Adj	Working Budget
3271	CARES Act ESSER					
3271		Revenue	$4,546,040	$5,247,109	$0	$5,247,109
3430	Interest Incl Profit On Inves					
3430		Revenue	$0	$0	$0	$0
Total Revenue			**$4,546,040**	**$5,247,109**	**$0**	**$5,247,109**
5000	**Instruction**					
100	Salaries		$165,318	$164,182	($54)	$164,128
200	Employee Benefits		$30,085	$29,523	($654)	$28,869
300	Purchased Services		$650,245	$854,992	($3,259)	$851,734
500	Material and Supplies		$108,048	$135,288	$10,730	$146,018
600	Capital Outlay		$2,171,674	$2,226,765	$0	$2,226,765
6130	**Health Services**					
500	Material and Supplies		$175,024	$175,021	$0	$175,021
600	Capital Outlay		$39,475	$39,475	$0	$39,475
6150	**Parent Involvement**					
500	Material and Supplies		$0	$5,912	$0	$5,912
6400	**Inst Staff Training Services**					
100	Salaries		$0	$58,000	$0	$58,000
200	Employee Benefits		$0	$17,066	$0	$17,066
300	Purchased Services		$0	$22,248	$0	$22,248
500	Material and Supplies		$0	$9,695	$0	$9,695
600	Capital Outlay		$0	$2,425	$0	$2,425
7200	**General Administration**					
700	Other		$71,714	$71,098	$0	$71,098
7700	**Central Services**					
100	Salaries		$28,350	$28,350	$0	$28,350
200	Employee Benefits		$2,574	$2,574	$0	$2,574
7800	**Pupil Transportation Services**					
100	Salaries		$28,560	$28,560	$0	$28,560
200	Employee Benefits		$5,840	$5,841	($175)	$5,666
400	Energy Services		$10,400	$10,400	($6,271)	$4,129
7900	**Operation Of Plant**					
300	Purchased Services		$360,000	$360,000	$0	$360,000
500	Material and Supplies		$500,000	$793,228	($948)	$792,280
600	Capital Outlay		$80,192	$87,914	$630	$88,544
8100	**Maintenance Of Plant**					
300	Purchased Services		$20,000	$20,000	$0	$20,000
500	Material and Supplies		$98,539	$98,539	$0	$98,539
Total Expenses			**$4,546,038**	**$5,247,096**	**($1)**	**$5,247,096**

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June 3, 2021 - Regular School Board Meeting

Title

C15 - Deletion of Certain Items Report - May, 2021

Description

The items listed have been surveyed by the Coordinator of Property Control, at the request of the Cost Center Property Manager, and the recommended disposition is noted. These items are either obsolete, unusable or beyond economical repair or missing from the property inventory . These items should be removed from active inventory and disposed of in the manner indicated. Deletions are for property items received in the month of April, 2021 and for items missing from the property inventory for the 2021-22 school year.

Gap Analysis

N/A

Previous Outcomes

Property Records followed State mandate on trackable assets, Chapter 274.05.

Expected Outcomes

Tangible Personal Property shall be controlled and supervised from acquisition through transfer or disposal. Disposal of property shall be in accordance with Section 274.05, Florida Statutes. All deletions of items with a value of $1,000.00 or more will be approved by The School Board of Clay County prior to disposition - School Board Policy Section 5.03C.

Strategic Plan Goal

Goal 2: Strategy 2.4; Ensure effective and efficient use of resources for fiscal stability.

Recommendation

Approve Deletion of Certain Items Report - May, 2021 as submitted.

Contact

Dr. Susan Legutko,
Assistant Superintendent for Business Affairs
(904)-336-6721
susan.legutko@myoneclay.net

Financial Impact

Provides additional storage space and eliminates the need to account for unusable property. Reduces the dollar value of Tangible Personal Property.

Review Comments

Attachments

Deletion Report-May, 2021.pdf

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Clay County Public Schools
Monthly Deletion Report
For Month Ending: 05/31/2021

Disposal Method	Tag	Description		Acquisition Date	Disposal Date	Purchase Amount	Depreciation Value
LCTN	**0241**	**W E CHERRY ELEMENTARY**					
Missing	00088293	C/M/K - DELL P4 GX520	Furniture,Fixtures & Equipment	06/28/2006	05/03/2021	1,199.00	1,199.00
Missing	00095588	LAPTOP: LATITUDE D830 - DELL	Furniture,Fixtures & Equipment	05/22/2008	05/03/2021	1,206.73	1,206.73
						2,405.73	**2,405.73**
LCTN	**0252**	**ORANGE PARK HIGH**					
Missing	00042221	TABLE:COMPUTER	Furniture,Fixtures & Equipment	04/29/1988	05/03/2021	1,061.00	1,061.00
Missing	13000174	LAPTOP: MACBOOK AIR APPLE MD23	Furniture,Fixtures & Equipment	09/27/2012	05/03/2021	1,632.00	1,632.00
						2,693.00	**2,693.00**
LCTN	**0261**	**DOCTORS INLET ELEMENTARY**					
Missing	00091581	CHASSIS/MONITOR/KEYBOARD - DEL	Furniture,Fixtures & Equipment	06/28/2007	05/03/2021	1,048.77	1,048.77
Missing	00091768	CHASSIS/MONITOR/KEYBOARD - DEL	Furniture,Fixtures & Equipment	06/28/2007	05/03/2021	1,048.77	1,048.77
						2,097.54	**2,097.54**
LCTN	**0351**	**LAKESIDE JUNIOR HIGH**					
Missing	00097812	LAPTOP: LATITUDE D830 - DELL	Furniture,Fixtures & Equipment	09/11/2008	05/03/2021	1,206.73	1,206.73
Missing	10001647	C/M/K - DELL OPTIPLEX 960 MINI	Furniture,Fixtures & Equipment	06/10/2010	05/03/2021	1,180.74	1,180.74
Missing	10001648	C/M/K - DELL OPTIPLEX 960 MINI	Furniture,Fixtures & Equipment	06/10/2010	05/03/2021	1,180.74	1,180.74
Missing	10001649	C/M/K - DELL OPTIPLEX 960 MINI	Furniture,Fixtures & Equipment	06/10/2010	05/03/2021	1,180.74	1,180.74
Missing	10001650	C/M/K - DELL OPTIPLEX 960 MINI	Furniture,Fixtures & Equipment	06/10/2010	05/03/2021	1,180.74	1,180.74
Missing	10001651	C/M/K - DELL OPTIPLEX 960 MINI	Furniture,Fixtures & Equipment	06/10/2010	05/03/2021	1,180.74	1,180.74
						7,110.43	**7,110.43**
LCTN	**0352**	**LAKESIDE ELEMENTARY**					
Trade-In	00071972	GOLF CART: CLUB CAR	Furniture,Fixtures & Equipment	01/23/2003	05/03/2021	1,700.00	1,700.00
						1,700.00	**1,700.00**
LCTN	**0371**	**WILKINSON JUNIOR HIGH**					
Missing	18100332	LAPTOP: DELL LATITUDE 7389	Furniture,Fixtures & Equipment	02/20/2018	05/03/2021	1,219.97	542.21
						1,219.97	**542.21**
LCTN	**0391**	**MIDDLEBURG HIGH SCHOOL**					
Surplus Sale	00081861	LAMINATOR:ULTIMA 65	Furniture,Fixtures & Equipment	08/26/2004	05/03/2021	1,423.15	1,423.15
						1,423.15	**1,423.15**
LCTN	**0431**	**RIDGEVIEW HIGH SCHOOL**					
Surplus Sale	00092303	LAPTOP: LATITUDE D820 - DELL	Furniture,Fixtures & Equipment	04/26/2007	05/03/2021	1,349.00	1,349.00

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Clay County Public Schools
Monthly Deletion Report
For Month Ending: 05/31/2021

Disposal Method	Tag	Description		Acquisition Date	Disposal Date	Purchase Amount	Depreciation Value
Surplus Sale	10001372	LAPTOP - DELL LATITUDE E6400	Furniture,Fixtures & Equipment	05/13/2010	05/03/2021	1,165.48	1,165.48
Surplus Sale	11000545	LAPTOP:APPLE 17 " MACBOOK PRO	Furniture,Fixtures & Equipment	10/21/2010	05/03/2021	2,338.00	2,338.00
Surplus Sale	14100034	LAPTOP - DELL LATITUDE E6430	Furniture,Fixtures & Equipment	08/08/2013	05/03/2021	1,025.70	1,025.70
Surplus Sale	14100129	LAPTOP - DELL LATITUDE E6430	Furniture,Fixtures & Equipment	10/10/2013	05/03/2021	1,025.70	1,025.70
Missing	18100287	LAPTOP: DELL LATITUDE 7389	Furniture,Fixtures & Equipment	02/20/2018	05/03/2021	1,219.97	542.21
						8,123.85	**7,446.09**
LCTN	**0451**	**LAKE ASBURY ELEMENTARY**					
Surplus Sale	00078202	PROJECTOR:SVGA - PHILIPS CSMAR	Furniture,Fixtures & Equipment	10/24/2002	05/03/2021	1,375.00	1,375.00
Surplus Sale	00095561	PROJECTOR: POWERLITE LCD - EPS	Furniture,Fixtures & Equipment	12/20/2007	05/03/2021	1,075.00	1,075.00
Surplus Sale	00095564	PROJECTOR: POWERLITE LCD - EPS	Furniture,Fixtures & Equipment	12/20/2007	05/03/2021	1,075.00	1,075.00
Surplus Sale	00095565	PROJECTOR: POWERLITE LCD - EPS	Furniture,Fixtures & Equipment	12/20/2007	05/03/2021	1,075.00	1,075.00
						4,600.00	**4,600.00**
LCTN	**0471**	**ROBERT M PATERSON ELEMENTARY**					
Missing	12000578	LAPTOP: DELL LATITUDE E6420 +W	Furniture,Fixtures & Equipment	03/08/2012	05/03/2021	1,123.54	1,123.54
Missing	18100276	LAPTOP: DELL LATITUDE 7389	Furniture,Fixtures & Equipment	02/20/2018	05/03/2021	1,219.97	542.21
Missing	18100313	LAPTOP: DELL LATITUDE 7389	Furniture,Fixtures & Equipment	02/20/2018	05/03/2021	1,219.97	542.21
						3,563.48	**2,207.96**
LCTN	**0481**	**LAKE ASBURY JUNIOR HIGH**					
Missing	00078102	FRAME: RIFTON W/TILT/SPRING	Furniture,Fixtures & Equipment	06/12/2003	05/03/2021	1,385.00	1,385.00
Missing	00084207	CHASSIS/MONITOR/KEYBOARD - APP	Furniture,Fixtures & Equipment	06/09/2005	05/03/2021	1,175.90	1,175.90
Missing	00084232	CHASSIS/MONITOR/KEYBOARD - APP	Furniture,Fixtures & Equipment	06/09/2005	05/03/2021	1,175.90	1,175.90
Missing	00085467	LAPTOP: LATITUDE D810 P740 - D	Furniture,Fixtures & Equipment	09/22/2005	05/03/2021	1,626.01	1,626.01
Missing	00086765	SITTER: XLARGE MOBILE FLOOR	Furniture,Fixtures & Equipment	12/15/2005	05/03/2021	1,025.99	1,025.99
Missing	00086846	CHASSIS/MONITOR/KEYBOARD - APP	Furniture,Fixtures & Equipment	06/12/2008	05/03/2021	1,199.00	1,199.00
Missing	09000657	LAPTOP - DELL LATITUDE E6400	Furniture,Fixtures & Equipment	05/14/2009	05/03/2021	1,177.57	1,177.57
Missing	13000620	DUPLICATOR:W/DOC FED/CAB-RICOH	Furniture,Fixtures & Equipment	06/06/2013	05/03/2021	3,921.00	3,407.54
Missing	16000369	CART: MINI-LAPTOP ANTHRO YESMO	Furniture,Fixtures & Equipment	01/28/2016	05/03/2021	1,218.12	1,218.12
Missing	18100306	LAPTOP: DELL LATITUDE 7389	Furniture,Fixtures & Equipment	02/20/2018	05/03/2021	1,219.97	542.21
						15,124.46	**13,933.24**
LCTN	**0501**	**TYNES ELEMENTARY**					
Missing	00085799	CHASSIS/MONITOR/KEYBOARD - IMA	Furniture,Fixtures & Equipment	04/13/2006	05/03/2021	1,248.00	1,248.00
Missing	00085800	CHASSIS/MONITOR/KEYBOARD - IMA	Furniture,Fixtures & Equipment	04/13/2006	05/03/2021	1,248.00	1,248.00

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Clay County Public Schools
Monthly Deletion Report
For Month Ending: 05/31/2021

Disposal Method	Tag	Description		Acquisition Date	Disposal Date	Purchase Amount	Depreciation Value
						2,496.00	**2,496.00**
	LCTN	**0521**	**FLEMING ISLAND ELEMENTARY**				
Missing	09010022	LAPTOP - DELL LATITUDE E6400	Furniture,Fixtures & Equipment	06/11/2009	05/03/2021	1,070.64	1,070.64
Missing	09010024	LAPTOP - DELL LATITUDE E6400	Furniture,Fixtures & Equipment	06/11/2009	05/03/2021	1,070.64	1,070.64
Missing	18100270	LAPTOP: DELL LATITUDE 7389	Furniture,Fixtures & Equipment	02/20/2018	05/03/2021	1,219.97	542.21
						3,361.25	**2,683.49**
	LCTN	**0551**	**FLEMING ISLAND HIGH SCHOOL**				
Missing	00072248	TABLE:WORK SPEC-MSTR FLAT W/2	Furniture,Fixtures & Equipment	05/22/2003	05/03/2021	1,213.37	1,213.37
Missing	00092072	DEFIBRILLATOR:HEARTSTART FRX-P	Furniture,Fixtures & Equipment	04/24/2008	05/03/2021	1,150.00	1,150.00
						2,363.37	**2,363.37**
	LCTN	**0591**	**ARGYLE ELEMENTARY SCHOOL**				
Missing	11000263	LAPTOP: DELL LATITUDE E6410	Furniture,Fixtures & Equipment	11/23/2010	05/03/2021	1,070.64	1,070.64
Missing	18100291	LAPTOP: DELL LATITUDE 7389	Furniture,Fixtures & Equipment	02/20/2018	05/03/2021	1,219.97	542.21
						2,290.61	**1,612.85**
	LCTN	**0601**	**COPPERGATE ELEMENTARY**				
Missing	00092374	COPIER: W/FINISHER/CABINET - R	Furniture,Fixtures & Equipment	06/14/2007	05/03/2021	4,350.00	4,350.00
						4,350.00	**4,350.00**
	LCTN	**0611**	**OAKLEAF JUNIOR HIGH**				
Missing	12000647	LAPTOP: DELL LATITUDE E6420 +W	Furniture,Fixtures & Equipment	04/12/2012	05/03/2021	1,123.54	1,123.54
Missing	12000648	LAPTOP: DELL LATITUDE E6420 +W	Furniture,Fixtures & Equipment	04/12/2012	05/03/2021	1,123.54	1,123.54
						2,247.08	**2,247.08**
	LCTN	**0661**	**OAKLEAF HIGH SCHOOL**				
Missing	00060289	MOWER RIDING:JOHN DEERE 48"	Furniture,Fixtures & Equipment	08/22/1995	05/03/2021	2,438.52	2,438.52
Missing	00090913	TABLE: HYDRO-GEOLOGY STREAM	Furniture,Fixtures & Equipment	08/24/2006	05/03/2021	1,086.76	1,086.76
Missing	00092139	CART: LAPTOP SECURITY 16-MODUL	Furniture,Fixtures & Equipment	11/25/2008	05/03/2021	1,138.00	1,138.00
Missing	00096849	CART: LAPTOP SECURITY 16-MODUL	Furniture,Fixtures & Equipment	12/18/2008	05/03/2021	1,138.00	1,138.00
Missing	00097366	CART: LAPTOP SECURITY 16-MODUL	Furniture,Fixtures & Equipment	10/23/2008	05/03/2021	1,138.00	1,138.00
Missing	10000046	SINK - PORTABLE - US TOY CO. #	Furniture,Fixtures & Equipment	09/24/2009	05/03/2021	1,519.34	1,519.34
Missing	10001598	LAPTOP - DELL LATITUDE E6410	Furniture,Fixtures & Equipment	06/10/2010	05/03/2021	1,070.64	1,070.64
Missing	10001603	LAPTOP - DELL LATITUDE E6410	Furniture,Fixtures & Equipment	06/10/2010	05/03/2021	1,070.64	1,070.64
Missing	10001807	LAPTOP - APPLE MACBOOK MC207LL	Furniture,Fixtures & Equipment	06/29/2010	05/03/2021	1,000.48	1,000.48
Missing	10001808	LAPTOP - APPLE MACBOOK MC207LL	Furniture,Fixtures & Equipment	06/29/2010	05/03/2021	1,000.48	1,000.48

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Clay County Public Schools
Monthly Deletion Report
For Month Ending: 05/31/2021

Disposal Method	Tag	Description		Acquisition Date	Disposal Date	Purchase Amount	Depreciation Value
Missing	11000110	LAPTOP - DELL LATITUDE E6410	Furniture,Fixtures & Equipment	09/23/2010	05/03/2021	1,093.59	1,093.59
Missing	11000115	LAPTOP - DELL LATITUDE E6410	Furniture,Fixtures & Equipment	09/23/2010	05/03/2021	1,093.59	1,093.59
Missing	14000080	C/M/K - DELL OPTIPLEX 9010 DES	Furniture,Fixtures & Equipment	09/12/2013	05/03/2021	1,227.17	1,227.17
Missing	14000176	C/M/K - DELL OPTIPLEX 9010 DES	Furniture,Fixtures & Equipment	09/12/2013	05/03/2021	1,227.17	1,227.17
Missing	14001160	LAPTOP: MACBOOK AIR - APPLE 14	Furniture,Fixtures & Equipment	03/13/2014	05/03/2021	1,662.00	1,662.00
Missing	14001162	LAPTOP: MACBOOK AIR - APPLE Z0	Furniture,Fixtures & Equipment	03/13/2014	05/03/2021	1,662.00	1,662.00
Missing	14001165	LAPTOP:MACBOOK PRO 13 " APPLE	Furniture,Fixtures & Equipment	05/08/2014	05/03/2021	1,182.00	1,182.00
Missing	15000650	CLASSROOM READING LOFT-ECONOMY	Furniture,Fixtures & Equipment	12/02/2014	05/03/2021	2,772.00	1,815.00
Missing	15000724	LAPTOP: MACBOOK PRO 15 " APPLE	Furniture,Fixtures & Equipment	12/11/2014	05/03/2021	2,538.00	2,538.00
Missing	15000965	CART: MINI-LAPTOP ANTHRO YESMO	Furniture,Fixtures & Equipment	08/13/2015	05/03/2021	1,255.65	1,255.65
Missing	16000058	IMAC: APPLE 27 " W/RETINA DISP	Furniture,Fixtures & Equipment	10/08/2015	05/03/2021	3,052.00	3,052.00
Missing	16000122	CART: MINI-LAPTOP ANTHRO YESMO	Furniture,Fixtures & Equipment	11/19/2015	05/03/2021	1,245.62	1,245.62
Missing	16000123	CART: MINI-LAPTOP ANTHRO YESMO	Furniture,Fixtures & Equipment	11/19/2015	05/03/2021	1,245.62	1,245.62
Missing	16000298	LAPTOP: MACBOOK AIR - APPLE MJ	Furniture,Fixtures & Equipment	12/10/2015	05/03/2021	1,132.00	1,132.00
Missing	17000163	LAPTOP: MACBOOK AIR APPLE MMGF	Furniture,Fixtures & Equipment	03/22/2017	05/03/2021	1,132.00	849.00
Missing	17000389	CART: MOBILAB 33 UNITS EDUGEAR	Furniture,Fixtures & Equipment	01/12/2017	05/03/2021	1,159.33	966.11
Missing	17000457	WINDER: POWER W/ADAPTER REED 6	Furniture,Fixtures & Equipment	02/23/2017	05/03/2021	1,075.00	358.33
Missing	18100285	LAPTOP: DELL LATITUDE 7389	Furniture,Fixtures & Equipment	02/20/2018	05/03/2021	1,219.97	542.21
Missing	18100346	LAPTOP: DELL LATITUDE 7389	Furniture,Fixtures & Equipment	02/20/2018	05/03/2021	1,219.97	542.21
						40,795.54	**37,290.13**
LCTN	**9005**	**EXCEPTIONAL STUDENT EDUCATION**					
Missing	15100208	LAPTOP: DELL LATITUDE 5000 ST	Furniture,Fixtures & Equipment	12/11/2014	05/03/2021	1,091.96	1,091.96
						1,091.96	**1,091.96**
LCTN	**9006**	**DEPT OF ELEMENTARY EDUCATION**					
Missing	00093184	COPIER: DIGITAL W/DOC FEEDER -	Furniture,Fixtures & Equipment	06/14/2007	05/03/2021	2,027.00	2,027.00
Missing	15000489	LAPTOP: MACBOOK AIR - APPLE MD	Furniture,Fixtures & Equipment	09/11/2014	05/03/2021	1,332.00	1,332.00
						3,359.00	**3,359.00**
LCTN	**9010**	**TRANSPORTATION**					
Missing	00042740	RADIO:MOTOROLA MOBILE (V-72)	Furniture,Fixtures & Equipment	11/21/1990	05/03/2021	1,240.50	1,240.50
						1,240.50	**1,240.50**
LCTN	**9021**	**MAINTENANCE DEPARTMENT**					
Surplus Sale	00042909	CART:MILK MOBILE	Furniture,Fixtures & Equipment	12/12/1986	05/03/2021	2,843.00	2,843.00

DRAFT

Clay County Public Schools
Monthly Deletion Report
For Month Ending: 05/31/2021

Disposal Method	Tag	Description		Acquisition Date	Disposal Date	Purchase Amount	Depreciation Value
						2,843.00	**2,843.00**
LCTN	**9023**	**FACILITY PLANNING & CONSTRUCT**					
Missing	17100001	C/M/K: DELL PRECISION T3420 TO	Furniture,Fixtures & Equipment	09/22/2016	05/03/2021	1,216.63	1,115.24
						1,216.63	**1,115.24**
LCTN	**9040**	**INFORMATION SERVICES**					
Missing	09000495	LAPTOP: DELL LATITUDE E6400	Furniture,Fixtures & Equipment	11/25/2008	05/03/2021	1,177.57	1,177.57
Missing	10001550	LAPTOP - DELL LATITUDE E6510	Furniture,Fixtures & Equipment	06/10/2010	05/03/2021	1,070.64	1,070.64
Missing	10001551	LAPTOP - DELL LATITUDE E6510	Furniture,Fixtures & Equipment	06/10/2010	05/03/2021	1,070.64	1,070.64
Missing	10001608	LAPTOP - DELL LATITUDE E6410	Furniture,Fixtures & Equipment	06/10/2010	05/03/2021	1,070.64	1,070.64
Missing	12000067	LAPTOP - DELL LATITUDE E6420+W	Furniture,Fixtures & Equipment	09/08/2011	05/03/2021	1,160.32	1,160.32
Missing	12000082	LAPTOP - DELL LATITUDE E6420	Furniture,Fixtures & Equipment	08/25/2011	05/03/2021	1,257.16	1,257.16
Missing	12000229	LAPTOP - DELL LATITUDE E6420	Furniture,Fixtures & Equipment	12/15/2011	05/03/2021	1,060.43	1,060.43
Missing	12000462	C/M/K - DELL PRECISION T1600	Furniture,Fixtures & Equipment	01/26/2012	05/03/2021	1,224.00	1,224.00
Missing	12000501	LAPTOP: DELL LATITUDE E6420 +W	Furniture,Fixtures & Equipment	03/08/2012	05/03/2021	1,123.54	1,123.54
Missing	12000502	LAPTOP: DELL LATITUDE E6420 +W	Furniture,Fixtures & Equipment	03/08/2012	05/03/2021	1,123.54	1,123.54
Missing	12000607	LAPTOP - DELL LATITUDE E6420 +	Furniture,Fixtures & Equipment	04/12/2012	05/03/2021	1,123.54	1,123.54
Missing	13000352	C/M/K - DELL PRECISION T1600	Furniture,Fixtures & Equipment	11/08/2012	05/03/2021	1,100.00	1,100.00
Missing	13000353	C/M/K - DELL PRECISION T1600	Furniture,Fixtures & Equipment	11/08/2012	05/03/2021	1,100.00	1,100.00
Missing	13100491	LAPTOP - DELL LATITUDE E6430 +	Furniture,Fixtures & Equipment	05/09/2013	05/03/2021	1,183.39	1,183.39
Missing	13100495	LAPTOP - DELL LATITUDE E6430 +	Furniture,Fixtures & Equipment	05/09/2013	05/03/2021	1,183.39	1,183.39
Missing	13100498	LAPTOP - DELL LATITUDE E6430 +	Furniture,Fixtures & Equipment	05/09/2013	05/03/2021	1,183.39	1,183.39
Missing	14001202	MAC MINI: W/OS X SERVER - APPL	Furniture,Fixtures & Equipment	01/16/2014	05/03/2021	1,671.00	1,671.00
Missing	14001349	LAPTOP:MACBOOK AIR 13 " APPLE	Furniture,Fixtures & Equipment	05/08/2014	05/03/2021	1,232.00	1,232.00
Missing	15000745	MAC MINI: DESKTOP APPLE Z0R8	Furniture,Fixtures & Equipment	12/11/2014	05/03/2021	1,418.00	1,418.00
Missing	15000746	MAC MINI: DESKTOP APPLE Z0R8	Furniture,Fixtures & Equipment	12/11/2014	05/03/2021	1,418.00	1,418.00
Missing	18100234	LAPTOP: DELL LATITUDE 7389	Furniture,Fixtures & Equipment	02/20/2018	05/03/2021	1,219.97	542.21
Missing	18100304	LAPTOP: DELL LATITUDE 7389	Furniture,Fixtures & Equipment	02/20/2018	05/03/2021	1,219.97	542.21
Missing	18100269	LAPTOP: DELL LATITUDE 7389	Furniture,Fixtures & Equipment	02/20/2018	05/03/2021	1,219.97	542.21
Missing	18100235	LAPTOP: DELL LATITUDE 7389	Furniture,Fixtures & Equipment	02/20/2018	05/03/2021	1,219.97	542.21
Missing	18100242	LAPTOP: DELL LATITUDE 7389	Furniture,Fixtures & Equipment	02/20/2018	05/03/2021	1,219.97	542.21
Missing	18100229	LAPTOP: DELL LATITUDE 7389	Furniture,Fixtures & Equipment	02/20/2018	05/03/2021	1,219.97	542.21
						31,271.01	**27,204.45**

DRAFT

Clay County Public Schools
Monthly Deletion Report
For Month Ending: 05/31/2021

Disposal Method	Tag	Description	Acquisition Date	Disposal Date	Purchase Amount	Depreciation Value

Total Furniture	Total Vehicles	Total Audio Visual	Total Software	Totals for Deletion Report	
148,987.56	0.00	0.00	0.00	148,987.56	136,056.42

Note:APRIL 2021 DELETIONS

Disposal Method Descriptions:

JUNK/PARTS - Part(s) of an asset are used and remainder of part(s) are sold, recycled or disposed

TRADE-IN - Vendor issues a credit towards a new purchase

THEFT/VANDALISM - Items stolen or broken (police report attached)

MISSING - Items lost and are not found during property inventory (Annually)

SURPLUS SALE - Items that are outdated, not working or obsolete. Items are either sold, recycled or disposed

ENTERED IN ERROR- Not used

TRANSFER/DONATION - From Clay County District to an Outside Agency (Approved by Board or Superintendent)

DESTROYED - Fire/Natural Disaster, etc.

THRESHOLD (ex. $750 TO $1000)

DRAFT

June 3, 2021 - Regular School Board Meeting

Title

C16 - BID Renewal

Description

Renew BID as required per FS 287, DOE 6A-1.012 and School Board Policy
a. Fresh Delivered Produce - County Wide Bid #20-SFS-09: Contract Period is August 1, 2021 through July 31, 2022. The contract period is for 1 year and is the first renewal option for Bid.

Gap Analysis

The District requires contractors to provide services to ensure our ??facilities and equipment are maintained and functional. The District requires vendors to provide products to ensure our students and staff receive the items to meet their needs.

Previous Outcomes

Original Bid was Board approved and has been used successfully during the past term to provide quality services and products to the district.

Expected Outcomes

Upon approval by the Board; we expect the contractors and vendors? to continue providing quality services and products at the same terms and conditions as when the original Bid were awarded.

Strategic Plan Goal

Goal 2; Strategy 2.4; Ensure effective and efficient use of resources for fiscal stability.

Recommendation

Extend renewal as follows:
a. Fresh Delivered Produce - County Wide Bid #20-SFS-09:

-Gordon Food Service, 1410 Gordon Food Service, Plant City, FL 33563

Contact

Dr. Susan Legutko, Assistant Superintendent for Business Affairs, Phone: (904)336-6721, Email: susan.legutko@myoneclay.net

Financial Impact

a. Fresh Delivered Produce - County Wide Bid #20-SFS-09: The total estimated expenditure for the first 1 year contract renewal is $1,500,000.00 from School Food Service Revenue.

Review Comments

Attachments

DRAFT

June 3, 2021 - Regular School Board Meeting

Title

C17 - Pre-Qualification of Contractors

Description

Section 1013.46 of Florida Statutes requires School Boards to pre-qualify contractors prior to their being able to bid on construction projects for the district. The rules for pre-qualification are stipulated in the State Requirements for Educational Facilities (SREF). The attached list identifies the contractors to be approved this month. As this is an annual requirement, the attached list may contain both new contractors and contractors seeking to renew their pre-qualification status. Per Florida Statutes, only those contractors currently pre-qualified at the time of bidding may bid on a School Board construction project.

Gap Analysis

Contractor Pre-Qualification is an annual requirement.

Previous Outcomes

CCDS complies with contractor pre-qualification as required by Florida Statutes and SREF (State Requirements for Educational Facilities).

Expected Outcomes

CCDS will remain in compliance by certifying the contractors recommended for pre-qualification meet the requirements of Section 1013.46 FS, the State Requirements for Educational Facilities (SREF) and School Board Policy.

Strategic Plan Goal

Ensure effective management of the organization, operations, and facilities to maximize the use of resources and promote a safe, efficient, and effective learning environment for Clay County students.

Recommendation

Approve the attached Contractor Pre-qualification list.

Contact

Bryce Ellis, Interim Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net

Financial Impact

None.

Review Comments

Attachments

- Table for Board Backup Contractor Prequal, 6.3.21.pdf

DRAFT

SBCC PRE-QUALIFIED CONTRACTORS

The following contractors are being submitted to the School Board for Contractor Pre-Qualification approval having met all requirements of Chapter 1013.46 F. S., as determined by the Pre-Qualification Committee consisting of Bryce Ellis, Phil Hans, Bertie Staefe, Chris Deely-Isais and Beth Clark. The pre-qualification certification is valid for one year from the end of the month in which Board approval is obtained.

COMPANY	TRADE CATEGORY	BOND LIMIT	EXPIRATION DATE
ACON Construction Company, Inc.	General	$10,000,000.00	June 30, 2022
Besch & Smith Civil Group, Inc.	Underground Utility & Excavation Contractor	$15,000,000.00	June 30, 2022
Hager Construction Company	General, Mechanical, Roofing, and Underground Utility & Excavation Contractor	$6,000,000.00	June 30, 2022
Parks Electric Service, Inc.	Electrical Contractor	$300,000.00	June 30, 2022

DRAFT

June 3, 2021 - Regular School Board Meeting

Title

C18 - Change Order #2 for Tynes Elementary School New Classroom Addition

Description

Change Orders are initiated by the Contractor, Architect/Engineer or Owner, and may increase or decrease the scope of the project as defined by the plans and specifications. Change Orders are reviewed by the Architect/Engineer and staff prior to submission to the School Board for approval. This change order is for changes of scope and to address existing unforeseen conditions.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

Construction will proceed immediately translating to an on time completion.

Strategic Plan Goal

Ensure effective management of the organization, operations, and facilities to maximize the use of resources and promote a safe, efficient, and effective learning environment for Clay County students.

Recommendation

Approve Change Order #2.

Contact

Bryce Ellis, Assistant Superintendent for Operations, (904) 336-6853, bryce.ellis@myoneclay.net,

David Kramer, Project Manager, (904) 336-6849, david.kramer@myoneclay.net

Financial Impact

This change order will increase the contract amount by $53,100.98. Architect fees will increase by $2,920.55 as a result of this change order. These funds are available and budgeted in the Educational Facilities Plan.

Review Comments

Attachments

CO 2 TES Classroom Addition.pdf

DRAFT

CHANGE ORDER
DOCUMENT AIA G701

Distribution to:
OWNER ☑
ARCHITECT ☑
CONTRACTOR ☑
FIELD ☐

PROJECT: Project No. C-29-19/20
Tynes Elementary School
New Classroom Addition
1550 Tynes, Blvd, Middleburg FL 32068

CHANGE ORDER NO. **CH-02**
INITIATION DATE: **4/19/2021**
ARCHITECT'S PROJECT NO. **BH-202003**

Owner:
School Board of Clay County
900 Walnut Street
Green Cove Springs, FL 32043

CONTRACT FOR: **$2,530,000.00**

Contractor
CORE Construction Co.
8375 Baymeadows Way
Jacksonville, FL 32256

CONTRACT DATE: **October 1, 2020**

You are instructed to make the following change(s): **Furnish and Install thermostats per specification provided in response to RFI 12 for (8) Bard Units. Total ADD: $1,650.98 Requirement for a 350ft bore for the new electric service; Core quoted a unit price at bid time $147/LF. This results in an ADD of $51,450 to the contract. Core is requesting an additional 10 days added to the contract to complete this work. back-up is provided.**

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract sum or Contract Time

The original Contract Sum was Base Bid	$2,530,000.00
The change by previously authorized Change Orders	$4,038.00
The Contract Sum prior to this Change Order was	$2,534,038.00
The Contract Sum will be increased by this Change Order	**$53,100.98**
The new Contract Sum including this Change Order will be	**$2,587,138.98**
The Contract Time will add	10 Days
The Date of Substantial Completion as of the date of this Change Order is	July 13, 2021

AUTHORIZED:

Bhide & Hall Architects, P.A.	CORE Construction Co.	School Board of Clay County
ARCHITECT (Firm Name)	CONTRACTOR (Firm Name)	OWNER
Signature	Signature	Signature
David S Shively, Architect	Jay Chung, President	
Print Name and Title	Print Name and Title	Print Name and Title
4/19/2021	4/19/21	
DATE:	DATE:	DATE:

DRAFT

CORE
CONSTRUCTION
COMPANY

March 18, 2021

Mr. David S. Shively RA, EDAC
Bhide & Hall Architects, P.A.

RE: PCO# 2- Thermostat

Dear David,

Per the response to our RFI #12, to furnish and install thermostats specification provide in response for (8) BARD units. Please review he following cost breakout:

1. Furnish and install (8) thermostats per the specification provided in response to RFI #12---------$ 1,393.98
2. Contractor's overhead & profit----------$ 209 .00
3. Bond fee----------$ 48.00

Total Proposed Change Order #2----------$ 1,650.98.00

This change order work will require (0) calendar days extension of the contract time if accepted by no later than within (5) days of this notice.

Please let me know if you have any questions.

Sincerely,

Jay Chung
Jay Chung
Core Construction Company, Inc

DRAFT

8375 Baymeadows Way • Jacksonville, Florida 32256 • 904.399.1033 phone • 904.399.1074 fax

AIR-MAX
HEATING & COOLING, Inc.
CAC 048100

CHANGE ORDER BREAKDOWN - Subcontractor

PROJECT No: 21-1001 COR#: 1 DATE: 1/20/21

Description of Work:

Provide eight programmable thermostats for BARD units that are not schuduled on the plans or spec's

MATERIALS

	Description	Quantity (Units)	Unit Cost ($/Unit)	Total
1	TH6210U2001	8	145.00	1,160.00
2				0.00
3				0.00
4				0.00
5				0.00
			Sub-Total:	1,160.00
			Sales Tax @ (7.5%)	87.00
			Total Material Cost:	1,247.00

EQUIPMENT

	Description	Rate	Qty	Total
1				0.00
2				0.00
3				0.00
4				0.00
5				0.00
			Sub-Total:	0.00
			Sales Tax @ (7.0%)	0.00
			Total Equipment Cost:	0.00

LABOR

	Job Description	Hours Worked	Unit Cost	Total
1	Shop Delivery Driver	1	15.00	15.00
2				0.00
3				0.00
4				0.00
5				0.00
			Sub-Total:	15.00
			Insurance & Tax @ (35%)	5.25
			Total Labor & Insurance/Taxes on Labor:	20.25

TOTALS

Sub-Total Cost: Materials, Equipment, Labor:	1,267.25
Sub-Contractor's OH&P: 10%	126.73
Total Cost to General Contractor:	1,393.98

DRAFT

Air Conditioning • Heating • Sheet Metal
449 COLLEGE DRIVE • MIDDLEBURG, FLORIDA 32068 • (904) 276-4340 • FAX (904) 276-4302
Email: airmax@airmaxop.com • www.airmaxop.com

CORE
CONSTRUCTION
COMPANY

April7, 2021

Mr. David S. Shively RA, EDAC
Bhide & Hall Architects, P.A.

RE: PCO#3-underground electrical service

Dear David,

Per our electrical subcontractor-Southern Atlantic Electric there is a requirement for a 350-ft bore for the new electrical service; Core quoted a unit price at bid time $147.00/LF which results in an PCO of $51,450

Total Proposed Change Order #3----------$51,450.00

This change order work will require (10) calendar days extension of the contract time if accepted by no later than within (5) days of this notice.

Following are the reasons for the additional (10) calendar days required:
5 Days lead time on material
1 Day to prep for bore mobilize equipment, dig bore pits and locate
1 Day to bore out and pull back
1 Day to tie-in bore
2 Days to pull wire

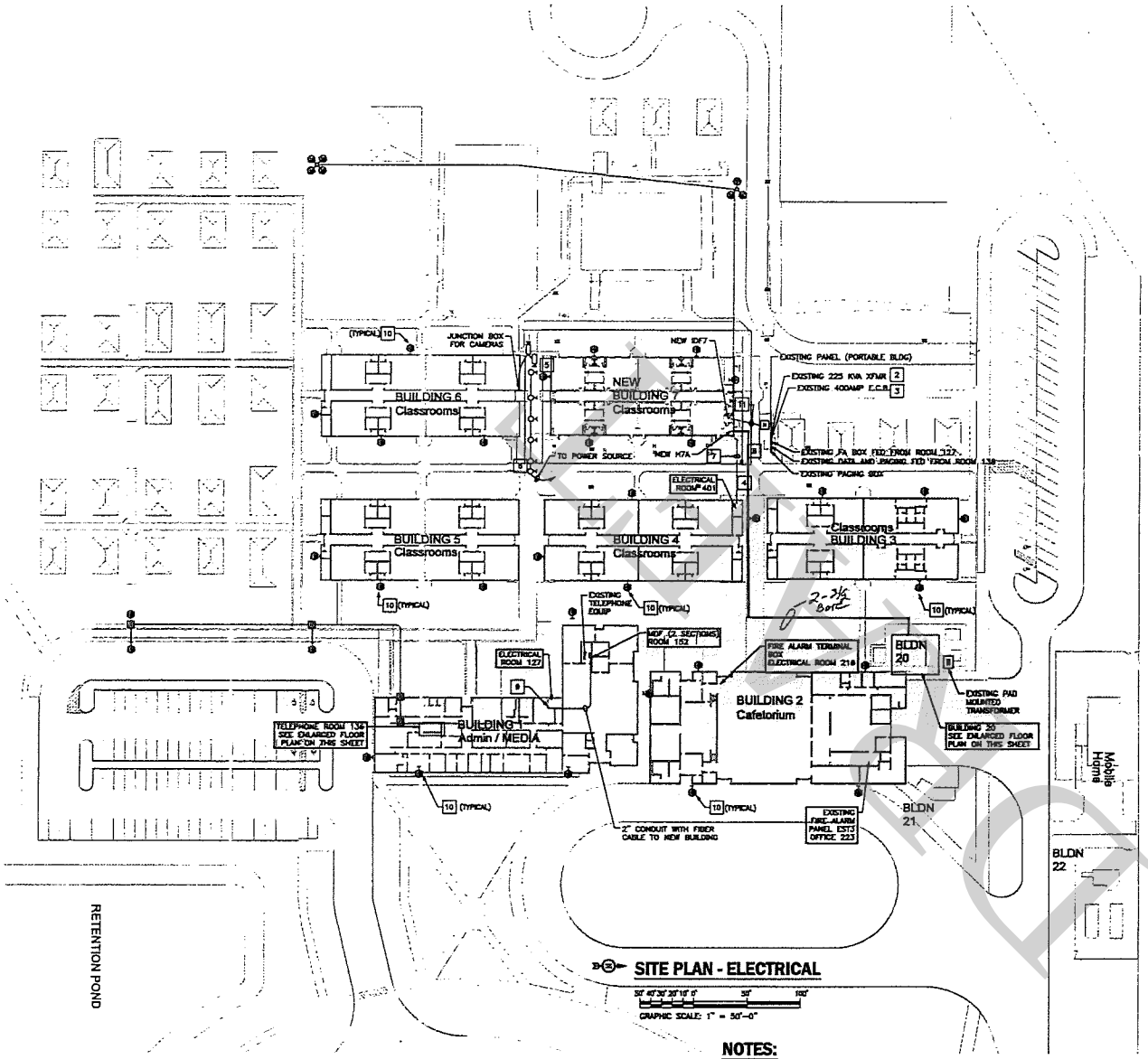
Please let me know if you have any questions.

Sincerely,

Jay Chung
Jay Chung
Core Construction Company, Inc

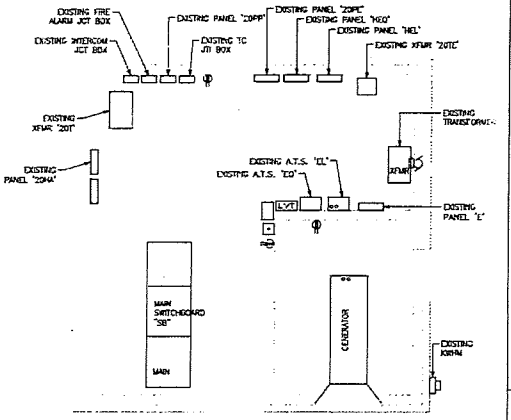
DRAFT

8375 Baymeadows Way • Jacksonville, Florida 32256 • 904.399.1033 phone • 904.399.1074 fax



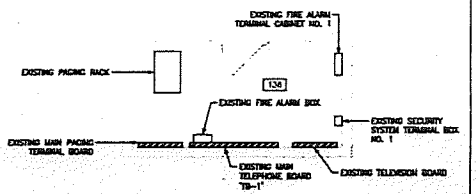
SITE PLAN - ELECTRICAL

GRAPHIC SCALE: 1" = 50'-0"



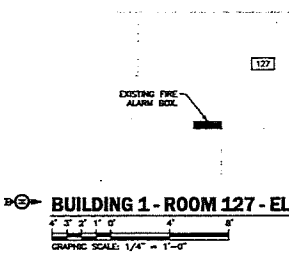
BUILDING 20 - ELECTRICAL

GRAPHIC SCALE: 1/4" = 1'-0"



BUILDING 1 - ROOM 136 - ELECTRICAL

GRAPHIC SCALE: 1/4" = 1'-0"



BUILDING 1 - ROOM 127 - ELECTRICAL

GRAPHIC SCALE: 1/4" = 1'-0"

NOTES:

1. RENAME PANEL TO 7PP.
2. EXISTING 225KVA TRANSFORMER TO REMAIN.
3. EXISTING 400 AMP CIRCUIT BREAKER LABEL 7HP.
4. EXISTING (2) 3-1/2" CONDUITS TO MAIN SWITCHBOARD. ONE CONDUIT WITH #500 KCM CABLES FEEDING PORTABLE CLASSROOMS TRANSFORMER AND ONE SPARE CONDUIT REMOVE EXISTING CABLES EXTEND BOTH CONDUITS TO NEW PANEL 8HM. UTILIZE ONE CONDUIT FOR NEW CABLES. LABEL SECOND CONDUIT "SPARE". SEE SHEET E0.1.
5. EXISTING CAMERA ON EXISTING ALUMINUM CANOPY. REMOVE AND STORE CAMERAS. REINSTALL CAMERAS AND TEST AT NEW ALUMINUM CANOPY.
6. REMOVE EXISTING (5) COLUMN MOUNTED LIGHTING FIXTURES. PROVIDE NEW (5) LED LIGHTING FIXTURES AT NEW COLUMNS.
7. EMERGENCY POWER. SEE POWER RISER DIAGRAM ON SHEET E0.1
8. EXISTING 2" CONDUIT WITH FIRE ALARM CABLES TO PORTABLE BUILDINGS. CONDUIT ORIGINATE AT ROOM 127 OF BUILDING 1. REMOVE CABLES AND EXTEND CONDUIT TO NEW BUILDING. SEE FIRE ALARM RISER DIAGRAM ES.1.
9. PROVIDE (3) 2" CONDUITS FROM ROOM 127 IN BUILDING 1 TO BUILDING 7 FOR DATA/VOICE. SEE DRAWING ES.7.
10. REMOVE ALL EXTERIOR BUILDING MOUNTED SPEAKERS BUILDINGS 1, 2, 3, 4, 5 AND 6. PROVIDE NEW SPEAKERS/HORNS AS SHOWN LOCATIONS. PROVIDE NEW WIRING TO EXISTING TERMINAL BOX WITHIN BUILDING. ALL EXTERIOR SPEAKERS SHALL BE ON A SEPARATE ZONE. PROVIDE ADDITIONAL WIRING IF REQUIRED TO SEPARATE ZONES.
11. PROVIDE (3) 2" CONDUITS. TERMINATE AT 5' BEYOND SIDEWALK. PROVIDE 13" X 17" HANDHOLE. LABEL CONDUITS. TERMINATE (2) CONDUITS INSIDE IT ROOM AND (1) CONDUIT IN ELECTRICAL ROOM OF NEW BUILDING 7.

BHIDE & HALL ARCHITECTS, P.A.
HADDAD ENGINEERING, INC.
TAYLOR ELEMENTARY SCHOOL
NEW CLASSROOM ADDITION
SITE PLAN
ELECTRICAL
DATE: 08/02/2021
DJB: NA
C.H.: NAH
JOB NO: C-21-1912
E1.1

June 3, 2021 - Regular School Board Meeting

Title

C19 - Substantial and Final Completion of Ridgeview Elementary School Parking Lot Lighting Repair/Replacement

Description

Establish a Substantial and Final Completion date for audit purposes and as required by the State Requirements for Educational Facilities (SREF) and Florida Statutes. The project, as determined by the Project Manager and Project Engineer, has reached Substantial Completion on April 30, 2021 and Final Completion on May 12, 2021 in accordance with the project documents.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

Ensure effective management of the organization, operations, and facilities to maximize the use of resources and promote a safe, efficient, and effective learning environment for Clay County students.

Recommendation

Approve Substantial and Final Completion.

Contact

Bryce Ellis, Assistant Superintendent Operations, (904) 336-6853, bryce.ellis@myoneclay.net,

David Kramer, Project Manager, (904) 336-6849, david.kramer@myoneclay.net

Financial Impact

None.

Review Comments

Attachments

RVE Substantial & Final Completion.pdf

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School District of Clay County
Certificate of Substantial Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below is substantially completed and has been constructed in accordance with said documents.

Project Title: Parking Lot Repair/Replacement

School: Ridgeview Elementary School

SDCC Project Number: C-23-19/20

OEF Project Number: N/A

Project Engineer: Haddad Engineering

Project Contractor: T&M Electrical

Date of Substantial Completion: APRIL 30, 2021

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Signature: Contractor Date: 4-30-21

Signature: Architect/Engineer Date: 4-30-2021

Signature: Project Manager Date: 4-30-21

Signature: Code Enforcement Date: 4-30-21

SSD-1-5012
E 04/21/2009

School District of Clay County
Certificate of Final Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below has reached final completion and has been constructed in accordance with said documents.

Project Title: Parking Lot Lighting Replacement

School: Ridgeview Elementary School

SDCC Project Number: C-23-19/20

Permit Number: 20201105

Project Engineer : Haddad Engineering

Project Contractor: T&M Electrical

Date of Final Completion: 5-12-2021

Signature: Contractor Date 5-7-2021

Signature: Architect/Engineer Date 05-10-2021

Signature: Project Manager Date 05-12-2021

Signature: Code Enforcement Date 5/11/21

SSD-1-5013
E 04/21/2009

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June 3, 2021 - Regular School Board Meeting

Title

C20 - Substantial and Final Completion of Oakleaf Junior High School Security Lighting Repair/Replacement

Description

Establish a Substantial and Final Completion date for audit purposes and as required by the State Requirements for Educational Facilities (SREF) and Florida Statutes. The project, as determined by the Project Manager and Project Engineer, has reached Substantial Completion on April 30, 2021 and Final Completion on May 12, 2021 in accordance with the project documents.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

Ensure effective management of the organization, operations, and facilities to maximize the use of resources and promote a safe, efficient, and effective learning environment for Clay County students.

Recommendation

Approve Substantial and Final Completion.

Contact

Bryce Ellis, Assistant Superintendent Operations, (904) 336-6853, bryce.ellis@myoneclay.net,

David Kramer, Project Manager, (904) 336-6849, david.kramer@myoneclay.net

Financial Impact

None.

Review Comments

Attachments

OLH Substantial & Final Completion.pdf

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School District of Clay County
Certificate of Substantial Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below is substantially completed and has been constructed in accordance with said documents.

Project Title: Security Lighting Repair/Replacement

School: Oakleaf Junior High School

SDCC Project Number: C-34-19/20

OEF Project Number: N/A

Project Engineer: Haddad Engineering

Project Contractor: T&M Electrical

Date of Substantial Completion:

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Jerry Adams — Date: 4-30-21
Signature: Contractor

Ryan [illegible] — Date: 4-30-2021
Signature: Architect/Engineer

David R[illegible] — Date: 4-30-21
Signature: Project Manager

Jerry Peters — Date: 4-30-21
Signature: Code Enforcement

SSD-1-5012
E 04/21/2009

School District of Clay County
Certificate of Final Completion

Having completed all requirements as outlined within the project specifications and drawings, I certify that the project listed below has reached final completion and has been constructed in accordance with said documents.

Project Title: Security Lighting Repair/Replacement

School: Oakleaf Junior High School

SDCC Project Number: C-34-19/20

Permit Number: 20201103

Project Engineer: Haddad Engineering

Project Contractor: T&M Electrical

Date of Final Completion: 5-12-2021

Jerry Anderson Date 5-7-2021
Signature: Contractor

Date 05-10-2021
Signature: Architect/Engineer

Date 5-12-2021
Signature: Project Manager

Larry Paterson Date 5/11/21
Signature: Code Enforcement

SSD-1-5013
E 04/21/2009

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June 3, 2021 - Regular School Board Meeting

Title

D1 - Approval to Advertise and Notice of Public Hearing to Approve the 2021-2022 Clay County District Schools Phase II: Smart Restart School Reopening Plan

Description

With the success of our 2020-2021 school year, and the roll-out of COVID-19 vaccines, the district has revised the Smart Restart Plan to include some best practices learned from this past year, coupled with practical measures, to move forward into a Phase II health and safety approach to the 2021-2022 school year. This Phase II plan provides guidance on school operation for the 2021-2022 school year with the continued efforts to slow and mitigate the potential spread of viruses.

Gap Analysis

N/A

Previous Outcomes

The CCDS School Board approved the Smart Restart Plan for the 2020-2021 school year.

Expected Outcomes

Approval of this item will allow the School Board to advertise the proposed adoption and public hearing of the proposed rule which will lead then lead to the consideration of passage of the Rule by the School Board. The Reopening Plan will be advertised, submitted to the public for comment, and to the Board for public hearing and consideration in the manner contemplated by the Administrative Procedures Act.

Strategic Plan Goal

Strategy 1.3: Prepare all students to be full option graduates who are prepared for college, eligible to enlist in military services, or able to compete in the workforce.

Recommendation

Approve the advertisement and notice of public hearing for the 2021-2022 Clay County District Schools Phase II Smart Restart School Reopening Plan.

Contact

Terri Dennis, Chief of Staff, terri.dennis@myoneclay.net

Financial Impact

Undetermined at this time

Review Comments

Attachments

- Approval to Advertise PH Reopening Plan.pdf
- 2021-2022 Phase II_CCDS School Reopening Plan.pdf

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SCHOOL BOARD OF CLAY COUNTY, FLORIDA
APPROVAL TO ADVERTISE/NOTICE OF PUBLIC HEARING TO APPROVE THE 2020-2021 CLAY COUNTY DISTRICT SCHOOLS PHASE II: SMART START REOPENING PLAN

Approval to Advertise: The School Board of Clay County, Florida ("the Board") approves the advertisement of the 2020-2021 Clay County District Schools Phase II: Smart Start Reopening Plan.

Purpose & Effect: The proposed amendments are intended to simplify, update, and ensure alignment of School Board Policies with state law, federal law, State Board of Education Rules, and other applicable rules and regulations.

Access to Text of Proposed Amendments: The full text of the 2020-2021 Clay County District Schools Phase II: Smart Start Reopening Plan is available for inspection and copying by the public in the Office of the Superintendent for Clay County District Schools, located at 900 Walnut Street, Green Cove Springs, Florida 32043. The full text is also available via the School District's website at www.oneclay.net under the School Board Meeting Links, School Board Agendas - June 3, 2021. The Superintendent is authorized to correct technical errors in grammar, numbering, section designations, and cross-references as may be necessary to reflect the intention of such Policy amendments.

Rule Making Authority: The Board is authorized to adopt modifications to the 2020-2021 Clay County District Schools Phase II: Smart Start Reopening Plan under sections 120.54, 1001.31, and 1001.32 of the Florida Statutes.

Laws Implemented: The laws implemented by the above-referenced policy revisions are noted under each section of the Policy.

Person(s) Originating Policy Changes: The proposed 2020-2021 Clay County District Schools Phase II: Smart Start Reopening Plan was originated by the Superintendent and his designee(s) in collaboration with the School Board Attorney.

Public Hearing: The Board intends to formally adopt the 2020-2021 Clay County District Schools Phase II: Smart Start Reopening Plan following a public hearing. ***The public hearing shall be held on Tuesday, July 20, 2021,*** during the course of a Special Board Meeting, which begins ***at 9:00 a.m.*** and takes place in the District Multi-Purpose Center at the Corner of Walnut St. & Gratio Place, Green Cove Springs, Florida.

Any person requiring special accommodations to attend or participate in public meetings should advise the School District at least 48 hours before the meeting by contacting the Superintendent's Office at (904) 336-6508. If you are hearing or speech impaired, you may contact the District by email addressed to bonnie.onora@myoneclay.net or by calling (904) 336-6584 (TDD).

If a person decides to appeal any decision made by the Board with respect to any matter considered at the meeting, he or she will need a record of the proceedings, and, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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2021-2022 Clay County District Schools
Phase II: Smart Restart School Reopening Plan

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David S. Broskie
Superintendent of Schools

CLAY COUNTY SCHOOL BOARD

District 1: Janice Kerekes
District 2: Beth Clark
District 3: Tina Bullock
District 4: Mary Bolla
District 5: Ashley Gilhousen

Clay County District Schools

Letter from the Superintendent

Clay County,



Last August was fraught with a lot of uncertainty as we reopened our school buildings to simultaneously teach in-person and virtually during a global pandemic. I know this past school year was challenging and I want to share my sincere gratitude for the support and patience from our students, parents, teachers, staff, and community as we navigated through the unprecedented 2020-2021 school year. I continue to be amazed by this wonderful community and how we work together during difficult times to continue to provide the best education and experiences through a safe and nurturing learning environment for our students in Clay County.

Over the past year, many changes, guidance, and opinions regarding COVID-19 have existed. As a school district, our number one priority will always be the safety and well-being of our students and staff. With the success of our 2020-2021 school year, and the roll-out of COVID-19 vaccines, the district has revised the Smart Restart Plan to include some best practices learned from this past year, coupled with practical measures, to move forward into a phase II health and safety approach to the 2021-2022 school year.

In this updated policy, you will continue to see our continued and revised efforts, measures, and protocols to promote a safe and healthy learning environment. As a school community, we cannot do this work without the support of our students and our parents. Your partnership in supporting the health of our students and staff is paramount as we return to a more normal school setting for the 2021-2022 school year. Should you have any specific questions regarding school operations for the upcoming school year, I encourage you to reach out to your child's principal.

Again, I thank you for your continued support and dedication to the well-being of our students and staff. We truly are #OneClay and I look forward to working with you for another successful school year.

Respectfully,

David Broskie

Superintendent of Schools

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Phase II: Health and Safety Protocols and Guidelines

The goal of the plan is to share with all stakeholders the actions and protocols that the district and schools are continuing to keep in place with the intention of lessening the risk of spreading the COVID-19 virus to our students and staff during the 2021-2022 school year.

Individual School Plans

Each school is different, therefore each school leadership team will be working to create plans for the arrival/dismissal of students and faculty, lunch in the cafeteria, hallway movement, safety and security, and classroom layout and routines. Each individual school will submit their plans to the district office for approval prior to the start of school on August 10th. Each individual school plan will address the following topics in detail:

- Cafeteria
  - Maximize Table Spacing
  - Assign Seating
  - Staggered Arrival/Dismissal Times
  - Lunch Line Procedures
- Classrooms/Learning Spaces
  - Desk Spacing
  - Assigned Seating
  - Removal of Excess/Unused Furniture
- Health Rooms (Clinics) and Isolation Rooms
  - Identify Location(s) for Isolation Room
  - Identify and Train Staff
  - Identify Procedures
- Large Learning Environments
  - Continue arrival/dismissal, scheduling, spacing, cleaning, and protocols for:
    - Band
    - Chorus
    - Music
    - Media Center
    - PE/Gym/Locker Rooms
    - Computer Labs/STEM Spaces
- Shared School Spaces/Transitions
  - Continue staggered arrival/dismissal, updated scheduling, cleaning procedures, and protocols for:
    - Bus Loop
    - Parent Pick-Up
    - Bike Rack
    - Before/After School Care
    - Athletic Fields/Playgrounds
    - Recess/TDPE
    - Hallways (stairs, elevators)
    - Transitions to Classes
    - Athletics/Extra-Curricular Activities

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CCDS Health and Safety Protocols

Clay County District Schools will have the following health and safety protocols in place for the 2021-2022 school year.

Continued Prescreening

- Prior to sending children to school via the bus, walking, or parent drop-off, it is highly recommended that families and staff take temperatures daily prior to coming to school or work. Any person with a fever of 100.4 degrees or higher should not go to a school site or office. CCDS Prescreening Checklist
- Students and adults should also screen themselves for respiratory symptoms such as cough and shortness of breath prior to coming to school each day. Students and adults experiencing those symptoms should not attend school and/or office.

Recommended Use of Face Coverings

For the 2021-2022 school year, the use of face coverings by students and staff will be recommended and highly encouraged, but not mandated, when social distancing cannot be maintained or in mixed groups of vaccinated and unvaccinated individuals. The use of face coverings, while objectionable to some, continues to be recommended by the Department of Health and the CDC as a primary means to prevent the spread of COVID-19.

General Facilities/Campuses

- Schools will create plans to stagger the arrival and dismissal of students to maintain social distancing as close to three feet as possible.
- Schools will run a "Monitored Campus" model where students, staff, and limited number of volunteers and visitors are permitted on campus. Appointments will be made for parents for IEP, 504, parent/teacher conference meetings, etc. No deliveries for lunch for students or parents eating lunch with students. The "Monitored Campus" model will be reviewed each nine weeks utlizing COVID-19 community data to determine the level of visitors to campus during school operational hours.
- Hallways and stairwells should be one way where possible and/or utilize signage with "keep right" on the floor to keep traffic moving in one direction. The district has purchased signage for reminding students and staff about social distancing, hygiene, and directions for movement on campus.
- All facilities and schools will have hand sanitizing stations in common areas and will have hand sanitizing pumps in each classroom.

Cafeteria

- Schools will have social distancing signage floor stickers in the cafeteria lines to promote distancing.
- School staff will sanitize high-touch areas to include serving lines, silverware containers, and door handles. High-touch areas, such as serving lines, will be cleaned and sanitized by FNS staff throughout the meal service and at the end of the meal service.
- Student identification cards will be used to allow minimal contact at the point of sale.
- Schools will utilize a variety of strategies including staggering procedures to limit the amount of contact between students in the cafeteria.
- Students will be encouraged to utilize outdoor areas to eat lunch per allowable space per individual school. Students eating indoors will be spaced as close to three feet apart as possible as allowed per

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individual school. School will increase spacing by implementing strategies such as utilizing the stage with tables, the bleachers in the gym for some secondary students, etc. Elementary students sit in cohorts at lunch with seating charts to assist with contact tracing as needed. Secondary schools will implement increased spacing between tables and social distance as close to three feet apart as possible.

- Schools will schedule the use of the intercom system to remind students and staff of social distancing and the importance of hygiene practices.

Classrooms

- All unnecessary/unused furniture will be removed from classrooms to allow for social distancing as close to three feet apart as possible. Unnecessary furniture includes couches, bean bags, reading nooks, half-empty book shelves, etc.
- Desks/tables will be arranged in a fashion to allow for social distancing as close to three feet apart as possible.
- Each teacher will review procedures for classroom procedures and hygiene including the following:
    - Limit the sharing of materials.
    - Limit access to pencil sharpeners and other commonly touched items
    - Increased time for handwashing, hand sanitizer

Health Rooms

- Send out "When to Visit Health Room" guidance to teachers and staff to minimize the number of students in the health room at one time.
- School health staff will use standard precautions (mask, face shield, gloves, and gowns) and frequent hand washing with soap and water.
- Use of an isolation room for students who exhibit COVID-19 symptoms or students who came to school who should be home completing quarantine due to an exposure.
- Students and staff that present with signs and/or symptoms of illness related to COVID-19 (fever, cough, shortness of breath, abdominal pain, nausea, vomiting, loss of taste or smell) shall not be allowed to remain on school campus as determined by the Symptomatic Student Algorithm and Symptomatic Staff Algorithm. Students exhibiting COVID-19 symptoms will be sent to the isolation room and will need to be picked up within one hour.

Transportation

- Students and drivers will be highly encouraged to wear a face covering while utilizing bus transportation since social distancing of three feet cannot always be maintained.
- All buses will have sanitizer on the bus and the protocol for riders will be to sanitize their hands while entering and exiting the bus.
- Students will be in assigned seats to assist with contact tracing if needed.
- Drivers will clean the bus after each route and at the end of the day.
- Transportation will continue to utilize Electrostatic Sprayers to disinfect school buses at all three bus compounds after morning and afternoon routes. Buses that come in later from a field trip will get sprayed the following morning before the driver starts their route.

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Hygiene and Cleaning

- Each school and facility will continue to utilize Electrostatic Sprayers to disinfect in a thorough and efficient manner.
- Throughout the school day, custodial staff will move through common travel spaces and spray/disinfect high touch items such as door handles, push plates, door jambs, railings, etc.
- Hand sanitizer stands and desktop pumps will be provided for the following locations: main office, classrooms, health room, media center, gymnasiums, cafeteria entrances, and extra that can be moved to high traffic areas.
- Common restrooms will be restocked, cleaned and disinfected throughout the school day.
- At the end of the instructional day, routine cleaning procedures will be followed, including disinfecting surfaces and objects that are frequently touched and vacuuming all permanent carpeting.

Student Learning Options for the 2021-2022 school year

For the 2021-2022 school year, the District will offer two learning options for students and families.

Option 1: Brick and Mortar School (All Grades)

This model represents a return to the school campus and the classroom where students will interact directly with their teacher(s) and classmates. The school day will follow the standard bell times and standard schedule that includes all the core classes and other subject areas. In short, it represents a return to the traditional school environment. Our goal is to create an environment that provides an opportunity for students to return to the traditional school experience, while providing safeguards to protect the health and safety of students and staff.

Option 2: Clay Virtual Academy (K-12)

CCDS students who choose to attend Clay Virtual Academy full-time are withdrawn from their zoned school and enrolled into CVA. Enrollment requires a year-long commitment, as well as an adult who can partner with CVA teachers to ensure student academic success, especially at the elementary school level. In this fully virtual learning model, students often work on assignments during non-traditional hours. Students and parents are supported by teachers who offer office hours.

Because Clay Virtual Academy is a public school of choice, students must participate in all required state assessments, and may take part in extracurricular clubs and activities with their zoned school. Information about CVA and enrollment can be found on the Clay Virtual Academy website. Students must commit to this option for the full 2021-2022 school year. Clay Virtual Academy has had years of experience working with students and parents in this fully virtual and self-paced learning environment. In order to help parents and students ensure their success in this model of learning, CVA will be returning to their previous practice of having families new to CVA complete a pre-registration process for the 2021-22 school year in order to ensure that they are aware of the differences between in-person and virtual learning and talk about some things that families can proactively do to ensure the success of their student(s). The pre-registration consists of completing an online form and meeting with a representative from CVA to review the student's academic

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performance history and take a deep dive into how CVA works and answer any questions that families may have. We are excited that CVA is providing this service to proactively work with our OneClay families to ensure a best fit for student academic and personal success. CVA staff does a fantastic job of progress monitoring students in their online learning modules. Staff will schedule meetings with the families of students who are not making adequate progress to discuss returning to the brick and mortar learning environment or other options to find a learning environment where the student can be successful.

COVID-19 Cases & Quarantine

If a student tests positive for COVID-19 or has been exposed to COVID-19 and directed to quarantine, please contact your child's school principal to share this information to ensure instructional continuity. Please see the guidance below regarding COVID-19 and quarantine policies.

Please do not send your child to school or extracurricular activities if your student falls into one of the scenarios below:

1) **Your child is awaiting COVID-19 test results (regardless if asymptomatic).**
2) **Your child is confirmed positive with COVID-19, and is now feeling better, but is still within the recommended self-isolation timeframe.**
3) **Someone in the home is exhibiting COVID-19 symptoms and is awaiting test results.**
4) **Someone in the home is positive with COVID-19.**
5) **Your child has been contact traced and directed to quarantine from the Department of Health or medical provider.**

The Department of Health - Clay County will continue to conduct all contact tracing and will advise parents/guardians by phone call and letter if their student had prolonged contact with a positive case. Quarantine orders will always remain under the authority of the local public health entity. Local public health authorities make the final decisions about how long quarantine should last in the communities they serve, based on local conditions, resources, and needs. As a school district, we do not override the Department of Health's investigation or quarantine timeframes. If you have a question regarding COVID-19 exposure and quarantine, please contact the Department of Health-Clay County at 904-529-2900.

Superintendent's Authority

Due to the ever-changing conditions resulting from the COVID 19 pandemic and the effects that unforeseen changes may have on the implementation of this Phase II Plan, the Superintendent of Schools is authorized to make any adjustments necessary, consistent with the structure and intent of this Plan, to protect the health, safety and welfare of Clay County District Schools' students and staff and the citizens of Clay County.
The 2021-2022 Clay County District Schools Smart Restart School Reopening Plan will sunset on June 30, 2022 unless amended, extended, or renewed by the School Board prior to the sunset date.

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June 3, 2021 - Regular School Board Meeting

Title

D2 - Human Resources Special Action A

Description

Florida Statutes (F.S. 1012.22(1)(9f), State Board Rules and Clay County School Board Policies require Board notification and/or action regarding decisions and recommendations of the Superintendent related to Personnel matters.

Gap Analysis

N/A

Previous Outcomes

N/A

Expected Outcomes

N/A

Strategic Plan Goal

Goal 5: Develop and support great educators, support personnel, and leaders.

Recommendation

Approve the action as presented.

Contact

Brenda G. Troutman, Assistant Superintendent for Human Resources (904) 336 6701 Brenda.Troutman@myoneclay.net

Financial Impact

None

Review Comments

Attachments

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