



SANDRA "SAM" HIMMEL – SUPERINTENDENT OF SCHOOLS

*"Where Learning is the Expectation
And Caring is a Commitment"*

July 23, 2019

PUBLIC HEARING 5:30 P.M.
SPECIAL MEETING AND WORKSHOP: 3:00 P.M.
OF THE
CITRUS COUNTY SCHOOL BOARD
JULY 30, 2019

THOMAS KENNEDY
DISTRICT 1

VIRGINIA BRYANT
DISTRICT 2

DOUGLAS A. DODD
DISTRICT 3

SANDRA COUNTS
DISTRICT 4

LINDA B. POWERS
DISTRICT 5

AGENDA:

SPECIAL MEETING: 3:00 P.M.

Opening Exercise

- I. ADOPTION OF AGENDA AS RECOMMENDED BY SUPERINTENDENT
- II. CITIZEN COMMENTS
- III. SCHOOL SUPPORT SERVICES, JONNY BISHOP
 - A. Food Services, Roy Pistone
Approve Petty Cash Disbursement to Assigned Food Services Personnel for the 2019-2020 School Year
 - B. Human Resources, Suzy Swain
Approve Instructional and Support Recommendations
 - C. Safety and Security, Chief Grant
 - 1) Swearing in School Safety Guardians
 - 2) Approve the School Resource Officer Agreement between the School Board of Citrus County and the Citrus County Sheriff's Office for the 2019-2020 School Year
 - 3) Approve the Memorandum of Understanding between the School Board of Citrus County, Florida and the Citrus County Sheriff's Office regarding the School Guardian Program and School Safety Specialist
- IV. ATTORNEY, LEGAL MATTERS
- V. ANY OTHER BUSINESS THAT NEEDS TO COME BEFORE THE SCHOOL BOARD
- VI. ADJOURNMENT

WORKSHOP

I. TOPICS:

- A. Policy Review
- B. Budget Update

PUBLIC HEARING: 5:30 PM.

- A. Adopt the Tentative Millage Rates, the Tentative Facilities Work Program and the Tentative 2019-2020 Budget

II. ADJOURNMENT

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the Superintendent's Office at 726-1931, ext. 2206, prior to the date of the scheduled School Board Meeting.

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for July 30, 2019 School Board Meeting.
Requested by Roy R. Pistone II, Department of Food Services
Additional contact(s)/originator Jonny Bishop / Tammy Wilson
Document Title Petty Cash Disbursements-Food Services 2019-2020

Board Action Required:

Presentation/Recognition _____ Information _____
Consideration/Approval Approve petty cash disbursements to assigned Food Services personnel for the 2019-2020 school year.

(This wording should be your actual motion to appear on the agenda)

Backup Materials: attached X available in district office _____ other _____

Executive Summary / Highlights:

Petty cash funds are utilized in the school cafeterias for making change at the point of sale stations.

Additionally, the petty cash funds will be utilized in the district food service office to make change for parents who are settling outstanding debt (i.e. charges and non-sufficient funds checks) as well as the occasional refund.

Strategic Goals:

- 1 All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2 Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- Other/Operational Activity

Strategies Include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of work force;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparation;
- Community Connections

Financial Impact to the District: None

Amount Budgeted \$2,025.00

Funding Source: Food Service Funds-Fund 4101, Project 78000

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay grade/level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: Tammy Wilson

(Form Board Approved 7/10/07)

**Food Services Department – Petty Cash Custodians
2019-2020 School Year**

<u>Issued To</u>	<u>School</u>	<u>Amount</u>
Brianna Foulkrod	PGE-0021	\$50.00
Frances Grimsley	FRE-0025	\$50.00
Todd Carter	CHS-0031	\$200.00
Lindsey Brooks	IPS-0032	\$50.00
Pamela Haggerty	CRE-0035	\$50.00
Valeri Cleveland	IMS-0042	\$150.00
Jamie "Jacole" Din	FCE-0061	\$50.00
Misty Fried	HOM-0071	\$25.00
Jennifer Hurtado	CRM-0083	\$150.00
William Cason	CRP-0102	\$75.00
Paul Ingram	CRH-0121	\$200.00
Natalie Council	LPS-0161	\$75.00
Hannah Sterbenz	LMS-0162	\$150.00
Barbara Holbrook	LHS-0163	\$350.00
Pauline Keen	HER-0171	\$50.00
Gwendolyn DeHass	CSE-0181	\$50.00
Linda Bibeau	RCE-0191	\$50.00
Althea Council	CSM-0211	\$150.00
Jean Terrano	DSC-9995	\$100.00
Grand Total Petty Cash		\$2,025.00

**PERSONNEL INFORMATION
(INSTRUCTIONAL)
SCHOOL BOARD MEETING July 30, 2019**

APPOINTMENTS FOR 2019-2020:

Glenda Adkins-FCE-Teacher (R)	08/01/19
Rachel Bundy-CHS-Teacher (R)	08/01/19
Pamela Carnevale-WTC-Patient Care Assistant Instructor (R)	08/01/19
Heather Collins-CRP-Teacher (R)	08/01/19
Andy Dillersberger-WTC-Technology Support Specialist Teacher (R)	08/01/19
Hollie Dutcher-LHS-Teacher (R)	08/01/19
Jennifer Ellerbee-CSM-Teacher (R)	08/01/19
Jamie Fehrenbach-IPS-TOSA-Change to CHS-Assessment Specialist (R)	07/24/19
Phillip Fuhst-LHS-Teacher (R)	08/01/19
Jennifer Garcia-CSE-Teacher (R)	08/01/19
Melissa Gruman-PGE-Teacher (R)	08/01/19
Hannah Healey-AES-Teacher (R)	08/01/19
Krista Hill-IPS-Teacher (R)	08/01/19
Allison Lago-FRE-Teacher (R)	08/01/19
Raymond Lay-CRH-Teacher (R)	08/01/19
Tanja Leonard-CSE-Teacher (R)	08/01/19
Donna Llerandi-WTC-Instructor, Practical Nursing (R)	08/01/19
Krista McLain-CRE-Teacher (R)	08/01/19
Donna Morrison-Ed. Services-Title 1 Teacher -TERM (R)	08/01/19
Sarah Nunley-ESE-School Psychologist (R)	07/17/19
Brittany Peterson-LHS-Teacher (R)	08/01/19
Penny Peterson-RCE-Teacher (R)	08/01/19
Christina Russo-IPS-Title 1 Teacher-TERM (R)	08/01/19
Melinda Scruggs-IMS-Teacher (R)	08/01/19
Taylor Smith-LPS-Teacher (R)	08/01/19
Sandra Story-CRH-Teacher (R)	08/01/19
Sarah Tady-CRE-Teacher (R)	08/01/19
Amanda Taylor-RCE-Teacher (R)	08/01/19
Dani VanRyn-PGE-Teacher (R)	08/01/19
Leslie Wade-CRE-Teacher (R)	08/01/19
Karen Witt-IMS-Teacher (N)	08/01/19

RECOMMENDATIONS FOR OUT-OF-FIELD TEACHERS 2019-2020:

Certification Area	Out-of-Field Assignment
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LEAVE OF ABSENCE REQUESTS FOR 2019-2020:

Sherrri Alban-Morrison-CRM-Teacher	(Health)	08/01/19-06/01/20
Sandra Reighard-LPS-Teacher	(Health)	08/01/19-12/20/19

RESIGNATIONS FOR 2018-2019:

Sara Austin-CSE-Teacher	05/31/19
Howard Corbett-WTC-Teacher	06/28/19
Laura Holt-WTC-Teacher	05/31/19
Ingrid James-CRP-Teacher	05/31/19
Amanda Lewis-LHS-Teacher	05/31/19
Cynthia Pratt-HER-Teacher	05/31/19
William Rankin III – CHS-Teacher	05/31/19
Steven Schildbach-CRH-Teacher	05/31/19

RESIGNATIONS FROM DROP 2019-2020:

Cheri Martone-HER-Teacher

08/30/19

RETIREMENTS FOR 2019-2020:

Martin Demangone-LMS-Teacher

08/30/19

RETIREMENTS TO DROP 2019-2020:

Daniel Carella-LHS0Teacher

08/01/19-07/31/24

Kathleen Kopp-FRE-Teacher

12/01/19-11/30/24

Lou Anne Crosswhite-HOM-Teacher

08/01/19-07/31/24

Bonnie Zeiss-CRH-Teacher

10/01/19-09/30/24

SUPPLEMENTS (ATHLETIC AND OTHER) 2019-2020:

Lecanto High:

Peter Rausch-Teacher-Assistant Wrestling Coach

SUSPENSIONS/TERMINATIONS 2019-2020:

LINE OF DUTY:

ADDITIONAL DAYS:

**PERSONNEL INFORMATION
(SUPPORT)
SCHOOL BOARD MEETING July 30, 2019**

APPOINTMENTS FOR 2019-2020:

Violet Abshire-CHS, Food Serv.- Food Service Assistant (R)	08/12/19
Danielle Ambrose-LHS-School Office Clerk (R)	08/09/19
Retha Applegate-CRE-Teacher Aide (R)	08/09/19
Kathleen Ballo-HOM- SAI Aide, 4 hr. / Title 1 Aide, 4hr. TERM - Change to Teacher Aide (R)	08/09/19
Christine Brown-CRM-Teacher Aide-Change to CRM-Guidance Secretary (R)	07/16/19
Marilyn Calise-LHS-Teacher Aide (R)	08/09/19
Sara Denny-CHS-Teacher Aide, 7 hr.-Change to CHS-Teacher Aide, 8 hr. (R)	08/09/19
Melisa Detres Torres-LHS-Food Service Assistant (R)	08/12/19
Sandy Dunlap-DSS-School Nurse, RN-TERM (R)	07/23/19
Christopher Green-CR Trans.-Bus Operator-Change to Department of Safe Schools-School Safety Guardian (N)	07/15/19
Sarah Hoffmeier-CRH-Bookkeeper (R)	07/15/19
Shelby Holmberg-IMS-Teacher Aide, TERM	08/09/19
Laura Holt-LHS Food Service-Food Service Assistant (R)	08/12/19
Matthew Howrad-CRH-Custodian (R)	07/22/19
Lora Latta-PGE-Teacher Aide (R)	08/09/19
Jill Lyles-CRP-Title 1 Teacher Aide-TERM (R)	08/09/19
Stephanie McDannold-LPS-Food Service Assistant,4 hr.-Change to CSM-Food Service Assistant, 6 hr.	08/12/19
Kristina McMahon-CRP-Administrative Aide-Change to CHS-Data Secretary (R)	07/01/19
Dennis Melton-CRM-Custodian, 4hr. (R)	07/08/19
Jose Mendez-LHS-Teacher Aide-Change to Department of Safe Schools- School Safety Guardian (N)	07/15/19
Edith Parker-Phillips-IMS-Food Service Assistant (R)	08/12/19
Mindi Parrish-IMS-ESE Teacher Aide-TERM (R)	08/09/19
John Michael Porcelli-IMS-Custodian (R)	07/22/19
Shaelynn Ruiz-CSE-Title 1 Teacher Aide-TERM (N)	08/09/19
Carlos Sanabria-LMS-Custodian (R)	07/22/19
Elizabeth Scordato-PGE-Bookkeeper (R)	07/22/19
Kim Shults-DSS-School Nurse, RN (R)	07/23/19
Paula Trani-LHS, Food Serv.-Food Service Assistant (R)	08/12/19
Cari Warax—HER-Paraprofessional-TERM (N)	08/09/19
Tonya Wells-CRM-Teacher Aide (R)	08/09/19
Nicholas Young-IMS-Teacher Aide (R)	08/09/19
Jennifer Zizek-FCE-Guidance Secretary-Change to FCE- Principal's Secretary (R)	07/09/19

LEAVE OF ABSENCE REQUESTS FOR 2019-2020:

Jeanne Grant-INV Trans.-Bus Operator	(Personal)	08/20/19-11/01/19
Clifford Smith-IMS-Custodian	(Health)	07/01/19-09/30/19

RESIGNATIONS FOR 2018-2019:

Taylor Brown-CRP-Paraprofessional	05/30/19
Andy Dillersberger-WTC-Teacher Aide	05/30/19

RESIGNATIONS FOR 2019-2020:

Pamela Carnevale-DSS-School Health Specialist	07/29/19
William Lance Fletcher-Ed. Technology-Project leader, Networking	07/09/19
Amy Holland-CRM-Custodian	07/25/19
Shamir Rivers-WTC-Custodian	08/02/19

RETIREMENTS FOR 2019-2020:

James Patton-CR Trans.-Bus Operator	05/30/19
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RETIREMENTS FOR 2019-2020:

Kenneth Henman-LEC Trans.-Vehicle Maintenance Tech	07/19/19
Laura Lopes-Ed. Technology-Application Support Specialist	07/31/19
Robert Reebe-WTC-Custodian	07/31/19

RETIREMENTS TO DROP 2019-2020:

Catherine Rollen-CRP-Teacher Aide	07/01/19-06/30/24
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SUSPENSIONS/TERMINATIONS 2019-2020:

LINE OF DUTY:

ADDITIONAL DAYS:

ADDITIONAL DAYS FOR SUMMER SCHOOL 2019:

Bonnie Sparks-District Secretary

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for July 30th 2019 School Board Meeting.
Requested by Chief Buddy Grant, Department of: Administration
Additional contact(s)/originator Jonny Bishop
Document Title: 2019-2020 Citrus County School Board SRO Contract with the Citrus County Sheriff's Office

Board Action Required:

Presentation/Recognition _____ Information _____
Consideration/Approval Request the Citrus County School Board approve the 2019-2020 Agreement with the Citrus County Sheriff's Office for the School Resource Officer Program

Backup Materials: attached _____ available in district office _____ other _____

Executive Summary / Highlights:

The objectives of this program are to help educate students to develop into better citizens and provide a law enforcement presence in our schools. Full time School Resource Officers will be at all elementary, middle and high schools, and at Withlacoochee Technical College, CREST, Renaissance Center and the Academy of Environmental Science.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies Include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparation;
- Community Connections

Financial Impact to the District: \$2,434,276.00
Amount Budgeted \$2,434,276.00 Additional Amount Requested _____

Funding Source: BOCC - \$1,434,546.50 FEFP - \$922,729.50

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____
Pay grade/level _____
Benefits _____ Terms of Position _____

Financial Impact reviewed by: Sammy Wilson

**SCHOOL RESOURCE OFFICER AGREEMENT
BETWEEN
THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA
AND
THE CITRUS COUNTY SHERIFF’S OFFICE
FOR THE 2019-2020 SCHOOL YEAR**

THIS AGREEMENT is entered into by and between The School Board of Citrus County, Florida, a political subdivision of the State of Florida and a body of corporate pursuant to §1001.40, Florida Statutes (hereinafter referred to as “School Board” or “School District”); and Mike Prendergast, as Sheriff of Citrus County, Florida, a County Constitutional Officer of the State of Florida, on behalf of that law enforcement agency commonly known as the Citrus County Sheriff’s Office (hereinafter referred to as “Sheriff”); (collectively the “Parties”).

WITNESSETH:

WHEREAS, pursuant to section 1006.12, *Fla. Stat.*, each district school board and school district superintendent is required to partner with a law enforcement agency to establish or assign one or more safe-school officers at each of the School District’s school facilities (“school”) starting with the 2019-2020 school year; and

WHEREAS, pursuant to section 1006.12(1), *Fla. Stat.*, the School District is authorized to enter into a cooperative agreement with the Sheriff to provide school resource officers (“SROs”) at each of its schools; and

WHEREAS, the School District and the Sheriff have a well-established and long-standing relationship to provide SROs at the School District’s schools for the protection of school personnel, property, students and visitors; and

WHEREAS, SROs additionally have provided instruction on various law enforcement related topics to the students of the School and the Sheriff and School Board desire that SROs continue to provide this instruction; and

WHEREAS, the School Board and the Sheriff recognize the potential outstanding benefits of the SRO and the curriculum programs to the citizens of Citrus County, Florida, and particularly to the students of the School District of Citrus County, Florida; and

WHEREAS, the Parties agree financial transparency is essential to ensure residents know and understand the use of funds; and

WHEREAS, the Parties feel it is in the best interest of the School District, the Sheriff, and the citizens of Citrus County for the School District to enter into an agreement with the Sheriff to be the primary law enforcement agency, and the exclusive provider of an “SRO Program”, under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **INCORPORATION OF RECITALS.** The forgoing recitals (WHEREAS CLAUSES) are true and correct and are incorporated herein by reference.

2. **TERM.** The term of this Agreement shall commence at 12:01 AM on the 1st day of July 2019 and end at midnight on the 30th day of June 2020.

3. **SCHOOL RESOURCE OFFICERS.**

A. Each SRO shall be a certified law enforcement officer, as defined in §943.10(1), *Fla. Stat.*, and shall be employed by the Sheriff.

B. Each SRO shall meet the qualifications of §1006.12 (1), *Fla. Stat.*

C. The Sheriff agrees to assign one or more SROs at each School District school facility as identified and listed on Exhibit “A” attached hereto and incorporated

herein by this reference. The SROs shall be at each school during the school year beginning with the first scheduled day of school for students until the last scheduled day of school for students. An SRO shall be at each school facility each day that students are regularly assigned to be at the school, including summer school. The number of SROs assigned to each school facility shall be determined in the Sheriff's sole and absolute discretion. School assignments will be determined after consultation between the School District and the Sheriff, but the final determination for placement of SROs shall remain with the Sheriff so long as each school is assigned at least one SRO at the facilities identified in Exhibit "A" of this Agreement.

D. Additionally, the Sheriff shall provide three (3) full time Supervisors, with the rank of Sergeant or higher, to supervise the SRO program and to provide backup coverage to maintain the scope of coverage described in Paragraph 3 (C) above.

4. COMPENSATION.

A. The School District shall pay the Sheriff, as payment in full for services rendered pursuant to this Agreement, Two Million Four Hundred Thirty-Four Thousand Two Hundred Seventy-Six Dollars (\$2,434,276.00) ("SRO Program Cost"). Payment shall be tendered in twelve (12) monthly installments. The first monthly payment shall be in the amount of Two Hundred Two Thousand Eight Hundred Fifty-Six and 37/100 Dollars (\$202,856.37), followed by eleven monthly payments in the amount of Two Hundred Two Thousand Eight Hundred Fifty-Six and 33/100 Dollars (\$202,856.33). Monthly payments shall begin July 30, 2019 and be payable on or before the last day of each month. In addition, the School District shall provide the facilities and supplies set forth in Section 5.J.

B. The School District's responsibility to pay the Sheriff, and the Sheriff's responsibilities to provide an SRO Program, as set forth herein, are contingent upon the Citrus County Board of County Commissioners allocating funds in the amount of \$1,448,643.00 towards the SRO Program Cost to the School District. If the foregoing contingency does not occur and the Sheriff is not paid as provided herein, the Sheriff may cancel this Agreement according to the termination procedures contained in

Paragraph 8 of this Agreement and shall have no duty to perform its obligations pursuant to this Agreement.

C. The Parties agree that any additional allocation from the State from SB 7026, SB 7030 or from any other source for School Resource Officers made to the Sheriff, the School District or the County shall be applied to reduce the County's and the School District's proportionate contribution under this Agreement. Any additional allocation received by any party shall be sent to the School Board for distribution as stated above. This paragraph does not apply to individual private donations to any of the Parties. The Parties agree to work cooperatively towards the application of any grants beneficial to the SRO program relating to deputies and/or capital, which shall be brought to the School Board for approval to apply.

5. **GENERAL OPERATION AND MANAGEMENT.**

A. The School District's School Safety Specialist and the Sheriff will work cooperatively regarding the SRO Program. Upon the request of the Sheriff, the Superintendent shall make the School Safety Specialist available for the interviewing and evaluation of SROs. The Sheriff shall only contact the Superintendent regarding school personnel attending the interviewing and evaluation of SROs. School principals shall have the opportunity to provide evaluations of SROs in writing to the Sheriff.

B. School Contact Person. The School Districts School Safety Specialist shall be the primary School District contact for the SRO program. The Principal or their designee shall be the contact person at each school facility.

C. Overall Program Coordination and Oversight. The Sheriff will coordinate and oversee all aspects of the SRO program.

D. Supervision. The Sheriff shall assign the number of supervisors necessary, as determined in the Sheriff's sole and absolute discretion, to oversee the SRO program, subject to Paragraph 3, D. Any additional supervisors shall be at the Sheriff's sole cost and expense.

E. Off Campus Training. It is understood that in order to maintain the high standards of professionalism required of SROs, the regularly assigned SRO at a school may and will be off campus at various times to attend mandatory training. However, at no time will a school be without an SRO on campus during school hours while school is in session, including summer school.

F. Resignation, Dismissal, or Reassignment. The Sheriff may dismiss or reassign an SRO based on violation of agency rules, regulations, or agency orders, or when it is in the best interest of the people of Citrus County. An SRO may be reassigned during this Agreement at the Sheriff's sole discretion, with input sought from the School District's School Safety Specialist and the principal of the affected school.

G. Reports.

1) The Sheriff shall forward any information or data related to significant criminal activity or other safety or security related issues to the School District's School Safety Specialist.

2) The School District's School Safety Specialist shall forward any information or data related to significant criminal activity or other safety or security related issues to the SRO supervisor.

3) Pursuant to §1006.13(4)(a), *Fla. Stat.* any acts that pose a threat to school safety, whenever and whenever students are within the jurisdiction of the district school board, whether committed by a student or adult shall be reported to the SRO and the School District's School Safety Specialist who shall report said act to the Sheriff. The SRO, or other appropriate Sheriff employees, shall investigate the acts that pose a threat to school safety and upon conclusion of the investigation report the findings of the investigation to the School District's School Safety Specialist.

a. The School Principal shall notify school personnel that acts which pose a threat to school safety and crimes are

to be reported to the school principal, or his or her designee, and the disposition of the incident is properly documented.

4) Pursuant to §1006.13(4)(b), *Fla. Stat.* school personnel shall report to the Principal and the SRO delinquent acts and crimes.

5) The School Resource Unit will maintain a statistical database of activities, including but not limited to the hours worked and services performed by the SROs and the SRO Supervisors. This information will be kept year to date by the individual school SRO and SRO Supervisors. Information compiled in this report will be available to the individual school principal upon request. A report shall be provided monthly to the School District's School Safety Specialist via e-mail.

6) The School Resource Unit will provide the School Safety Specialist a current School Resource Officer Assignment Roster and shall notify the School Safety Specialist of any changes to the Assignment Roster.

7) The Sheriff's Office will maintain records substantially similar to the form "Assignment Sheet" attached hereto as Exhibit "C" and incorporated herein by reference in order to track assignments and SRO presence as set forth herein. The Sheriff will deliver signed monthly Assignment Sheets to the School District's School Safety Specialist on or before the 10th day of the following month in order to assist the School District satisfy documentation requirements pursuant to section 1006.12, Florida Statutes and the District's financial audit obligations.

H. Regular Duty Hours of School Resource Officers. Each school shall be assigned an SRO on a full-time basis during those days that the school is in regular and summer session while students are in regular attendance. The SRO work day shall coincide with the start and stop work day hours of the instructional personnel at the school where the SRO is assigned. It is understood that all duties required herein will

be performed during the SRO's regular duty. The SRO may be temporarily re-assigned by the Sheriff during school holidays and vacations, or during a law enforcement or school emergency. The SRO's hours may be altered to meet the needs of the Sheriff and SRO Program but at no time will a school be without an SRO on campus during school hours while school is in session, including summer school.

I. Regular Duties of School Resource Officers.

1) The SRO is first and foremost a law enforcement officer. The SRO shall be available to, and work cooperatively with, the school's principal in providing technical assistance in situations involving possible violations of state and local laws or in any situation which the welfare and safety of students, and staff is threatened. The SROs shall conduct themselves as follows:

a. The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the principal aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent the SRO may do so under the authority of law.

i. The SRO will not be hindered in making an arrest or conducting a criminal investigation but shall work with the school's administration to cause the least disruption at the school.

ii. In the event of a trespasser or other major crime on campus, the SRO shall be notified immediately, and at the discretion of the SRO, a staff member may accompany or meet the SRO at the location of the incident.

b. The SRO shall give assistance to other deputy sheriffs in matters regarding the SRO's school assignment, whenever necessary.

c. Should it become necessary to conduct formal law enforcement interviews with students, the SRO shall adhere to state statute, law enforcement policy, and legal requirements regarding such interviews. The SRO shall follow the Memorandum of Understanding between the School Board and the Sheriff regarding student interviews.

d. The SRO shall not act as a school disciplinarian, as disciplining students is solely a school responsibility. If the incident is of a school discipline nature, the SRO will not become involved. If the incident is criminal in nature, or a potential Baker Act, the SRO will take the appropriate action.

e. SROs may make warrant arrests on campus. In executing a warrant arrest, at the discretion of the SRO, a school staff member may pick up the student and take them to an administrator's or SRO's office (unless there is reason to believe the student is or will be violent or an escape risk). The arrest should take place in an office when reasonably practicable in the sole discretion of the SRO, and the SRO shall handcuff the student per the Sheriff's policy.

f. The SRO shall be immediately notified of the discovery of any type of weapon or any quantity of drugs to include alcohol (no matter how small) found on campus.

g. The SRO shall move freely on campus throughout the entire school day. The aforementioned movement prohibits students from predicting the SRO's location which is a recognized crime prevention practice.

h. The SRO may be absent from campus to book prisoners, attend depositions, trainings, briefings, state attorney hearings, and other law or agency related duties but at no time will a school be without an SRO on campus, including summer school. Except in the case of an

emergency, if the assigned SRO will be absent from campus during school hours, the Sheriff shall provide notice to the school principal or designee, together with the name and contact information of the substitute SRO as soon reasonably possible.

i. The SRO shall wear the standard Sheriff's Office uniform except when approved by the SRO Supervisor for special occasions.

j. The SRO will have campus meetings with the principal or the principal's designee weekly, or as otherwise mutually agreed, to coordinate daily activities.

k. In accordance with the Sheriff's policy, the SRO shall determine the need for criminal investigations. Unless the principal or principal's designee are the subject of an investigation or doing so would otherwise hinder or otherwise compromise the investigation, the SRO shall promptly notify the principal or the principal's designee regarding any and all investigations or events that are likely to threaten any life or property on school grounds.

l. The SRO shall maintain the confidentiality of student records accessed in the course of the SRO's duties under this Agreement and shall sign and adhere to a Confidentiality Agreement in substantially the form attached hereto as Exhibit "B" and incorporated herein by this reference.

m. The School District and Sheriff, and their respective employees shall maintain the confidentiality of exempt or confidential public records provided to each other during the term of this Agreement, treating such information as confidential and not disclosing or allowing access to such information to third parties without the express written consent of the Sheriff or Superintendent or their designees.

n. In addition to law enforcement duties, the SRO will serve as an instructor. It is understood that the SRO's instructional responsibilities are second only to those of a law enforcement officer. SROs will provide instruction in the various aspects of law enforcement education to students. The SRO shall conform to the following responsibilities regarding instruction (unless otherwise mandated by law):

i. At all High Schools. The SRO will provide instruction regarding local and/or national issues relevant to high school students. For example: drugs, gangs, crimes and consequences will be discussed. (CHOICES Program) The SRO may act as an instructor for specialized short-term programs at the schools when invited to do so by the principal or member of the faculty.

ii. At all Middle Schools. The SRO shall act as an instructor for the Know the Law curriculum. The principal shall coordinate with the SRO how the program will be implemented in the school. The SRO shall act as an instructor for specialized short-term programs at the schools when invited to do so by the principal or member of the faculty.

iii. At all Elementary/Primary Schools. The SRO shall act as an instructor for the F.O.C.U.S, Jr. F.O.C.U.S., and Child Lures programs. The SRO shall act as an instructor for specialized short-term programs at the schools when invited to do so by the principal or a member of the faculty.

o. In addition, the SRO will instruct students on the following topics as requested by the School Board or Principal:

i. Law Enforcement and their role in society.

- ii. The Laws of the United States and the State of Florida.
 - iii. The juvenile and adult criminal justice systems.
 - iv. Career opportunities in law enforcement.
 - v. Drug and alcohol education.
- p. The SRO shall develop expertise in presenting various subjects to students. Such subjects shall include a basic understanding of the laws, the role of the law enforcement officer, and the law enforcement mission.
- q. The SRO shall encourage individual and small group discussions with students, based upon material presented in class, to further establish rapport with the students.
- r. When requested by the principal, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.
- s. The SRO shall be available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature. Confidential information obtained pursuant to current statutes shall not be disclosed except as provided by law or court order.
- t. The SRO shall become familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, Juvenile Justice, etc. The SRO may make referrals to such agencies when necessary in collaboration with school guidance counselors, social workers, and school administrators.

u. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest.

v. The SRO shall, whenever possible, participate in and/or attend school functions.

w. SRO's are not to be used for regularly assigned lunchroom duties, hall monitors, or other monitoring duties. The SRO may assist the school in monitoring these areas as deemed appropriate by the Principal or designee.

x. Pursuant to §1006.12(1)(b), *Fla. Stat.*, the SRO shall abide by district school board policies and shall consult with and coordinate activities through the school principal but shall be responsible to the law enforcement agency in all matters relating to employment, subject to agreements between a district school board and a law enforcement agency. Activities conducted by the school resource officer which are part of the regular instructional program of the school shall be under the direction of the school principal.

J. Duties of the School Board.

1) The Superintendent shall inform the Sheriff of the dates, times and locations of the summer school sessions at least 60 days prior to the beginning of the summer school sessions.

2) The School Board shall provide the SRO at each school facility listed in Exhibit "A" the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

a. An air-conditioned and properly lighted private office that shall contain a telephone for business purposes with sufficient space for the placement of a secure locker which shall contain equipment

deemed mission essential by the Sheriff, at the Sheriff's sole expense. In the event there is not sufficient space for the secure locker in the SRO office, then the secure locker shall be placed in another location mutually agreed upon by the Sheriff and Superintendent.

b. The Sheriff shall inform the School Safety Specialist of the contents of the secure lockers, which the parties shall treat as confidential and exempt.

c. A location for files and records that can be properly locked and secured.

d. A desk with drawers, an office chair, a worktable and a file cabinet.

e. Access to a computer.

3) At the SRO's request, the School Board will be responsible for coordinating the schedule for the Project F.O.C.U.S., Jr. F.O.C.U.S., Child Lures, Know the Law, CHOICES and other age appropriate educational programs. Plans, procedures and all specifics of the actual content of the educational program shall be reviewed and agreed upon as needed by the Sheriff and the Superintendent.

4) The School District will encourage students to report any incident that may have criminal implications or present a situation which may threaten life or property immediately to the SRO or any school personnel. If at any time a teacher, school staff member, administrator, or principal observes or receives information about an incident that may have major criminal implications or present a situation which may threaten life or property the SRO shall be immediately notified. If at any time a parent or other citizen reports an incident to a principal or other administrator that may have major criminal implications, the SRO shall be immediately notified. The SRO will in turn

notify the principal or the principal's designee in accordance with this Agreement.

5) The School District shall encourage principals to make provision for the accomplishment of the SRO's regular duties as an instructor.

6) The School District shall encourage students, parents, and faculty members to schedule a conference with the SRO to assist them with problems of a law enforcement or crime prevention nature.

6. **EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICERS.**

A. SROs are employees of the Sheriff's Office and are not considered employees of the School District. The School District and the Sheriff acknowledge that the SROs are deputy sheriffs who are responsible to uphold the law under the Sheriff's direction.

B. The Sheriff shall be responsible for all aspects of employment of the deputy sheriffs assigned to the SRO Program including all control, direction and supervision.

7. **DISMISSAL OF SRO, GRIEVANCE, AND REPLACEMENT.**

A. The Sheriff, or his designee, may dismiss or reassign any deputy sheriff appointed by the Sheriff to act as an SRO based upon what the Sheriff believes is in the best interest of the people in Citrus County.

B. In the event that the principal of the school to which an SRO is assigned feels that a particular SRO is not effectively performing the SRO's duties and responsibilities, the principal shall advise the School District's School Safety Specialist that the principal wishes the SRO to be removed from the program at the school and shall state the reasons therefor in writing. In turn, the School District's School Safety Specialist immediately notify the SRO Supervisor.

C. Should the SRO feel that the SRO's duties and responsibilities are being hindered or compromised by the principal or other school district employee, the SRO shall immediately advise the SRO's Supervisor in writing. In turn, the SRO Supervisor shall immediately notify the School District's School Safety Specialist.

D. The Superintendent and the Sheriff, or their designees, may meet with the SRO and the principal to mediate or resolve any problems that may exist. At such meeting, specified members of the staff of the school to which the SRO is assigned may be required to be present.

8. **TERMINATION AND NONRENEWAL.**

A. Termination. This Agreement may only be terminated prior to the Agreement's expiration date by a party upon at least ninety (90) days prior written notice to the other party that the party has failed to substantially perform in accordance with the terms and conditions of this Agreement. The party in breach shall have ninety (90) days in which to cure the breach or the non-breaching party can terminate this Agreement and pursue all available legal and equitable remedies.

B. Nonrenewal. The Parties hereby acknowledge that long-term liabilities have been incurred in reliance upon the continuation of this Agreement after the expiration date, including but not limited to the employment of additional personnel by the Sheriff. The Parties will make a good faith effort to negotiate and execute a renewal of this Agreement prior to April 1, 2020 bearing an effective date of July 1, 2020 in order to ensure continuity of operations. Should the County elect not to fund, or School District desire not to renew this Agreement following expiration, the School District must provide written notice to the other Parties at least ninety (90) days prior to June 30, 2020, at which point the Sheriff will make reasonable efforts to wind down the SRO Program at minimal cost.

9. ACCOUNTING AND AUDITING. The parties agree the funds paid pursuant to this Agreement are restricted for the payment of expenses related to the SRO program and the Sheriff will provide detailed quarterly revenue and expense reports and reserve balance reports beginning October 1, 2018 for the funds paid pursuant to this Agreement to the County and the School District. These reports will encompass the restricted funds paid pursuant to this Agreement. This provision allows for the SRO funds to be audited, but in no event shall such audit occur more frequently than once per year, if determined necessary by any party. The party requesting the audit will pay for the audit services.

10. MISCELLANEOUS.

A. Authority. Nothing contained herein shall be construed to modify Section 1001.33, *Fla. Stat.*, and the schools shall remain under the control of the principal, who under Section 1012.28, *Fla. Stat.*, is responsible for the supervision and management of the school and property. The SRO may take whatever steps the SRO deems appropriate in the event of criminal activity pursuant to normal law enforcement procedures.

B. Disputes. Should any dispute arise as to the role of the SRO or principal, the Superintendent and the Sheriff shall be immediately notified and they or their designees shall meet as soon as possible to resolve the dispute.

C. Good Faith. The School District, the Sheriff, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiations between the Superintendent and the Sheriff, or their designees.

D. Non-assignment. This Agreement may not be assigned without the express written consent of the School District and the Sheriff, which consent may be withheld for any reason or no reason.

E. Notices. All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing by e-mail and hard copy, and shall be deemed sufficiently given and received on: (i) the day on which delivered personally or via facsimile transfer during a business day to the appropriate location(s) listed below; (ii) one (1) business day after delivered to a nationally recognized overnight delivery service such as Federal Express or Airborne Express for overnight delivery to the appropriate location(s) listed below; or (iii) three (3) business days after the posting thereof by United States registered or certified first class mail, return receipt requested with postage and fees prepaid and addressed as follows:

If to BOARD: Superintendent of Schools
1007 West Main Street
Inverness, Florida 34450

With a copy to:

R. Wesley Bradshaw, Esq.
General Counsel
Bradshaw & Mountjoy, P.A.
209 Courthouse Square
Inverness, Florida 34450

If to Sheriff: Mike Prendergast, Sheriff
1 Dr. Martin Luther King Dr.
Inverness, Florida 34450

With a copy to:

Robert W. Batsel, Jr.
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 Southeast 36th Avenue
Ocala, Florida 34471

Any party may change his, her or its address and/or the address of the entity copied on his, her or its behalf upon written notice to all other Parties.

F. Indemnification. The Parties acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Parties agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The Parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

G. Insurance. The Parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The Parties further agree to provide each other with a copy of said insurance certificates.

H. Non-Discrimination. The Parties shall not unlawfully discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.

I. No Presumption/Severability. The Parties acknowledge that they and their attorneys have participated in the preparation, negotiations and drafting of this Agreement. The terms in this Agreement shall be construed in accordance with their fair meaning and there shall be no presumption applied against any Party for having drafted or participated in the drafting of any such terms. The terms of this Agreement shall be severable such that, if any term herein is illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Agreement, unless the severing of such term would defeat the purpose of this Agreement.

J. 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 the Circuit Court for the Fifth Judicial Circuit, Citrus County, Florida (hereinafter the “Court”), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

K. Opportunity to Consult with Counsel. The Parties acknowledge that they have had an opportunity to consult with counsel of their own choice, that they have read this Agreement, that they are fully aware of the contents of this Agreement and of its legal effect and fully understand and agree to each and every provision hereof without reservation, and that they have executed this Agreement in reliance on their own judgment and free from any coercion, duress or undue influence.

L. Execution and Binding. This Agreement may be executed in counterparts (including by facsimile or other electronic imaging), any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective officers, directors, agents, employees, administrators, trustees, executors, receivers, successors, assignees and legal representatives, whether a signatory hereto or not.

M. Waiver. No delay or failure on the part of any Party hereto in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver or acquiescence thereto; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver shall be valid against any Party, unless made in writing and signed by the Party against whom

enforcement of such waiver is sought and then only to the extent expressly specified therein.

N. Relationship of the Parties. The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

O. No Third-Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

P. Public Records. The Parties shall comply with Florida's public records laws, and specifically agree to: 1) keep and maintain public records that ordinarily and necessarily would be required in accordance with the applicable records retention schedule, 2) provide the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, *Fla. Stat.*, and 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by laws.

Q. Attorney Fees and Costs. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs: including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

R. Entire Agreement. This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements embodied in this written Agreement. Any amendment or modification of this Agreement, or any waiver of its terms, in order to be binding, must be written and signed by the Parties hereto.

S. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

ATTEST:

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

Sandra Himmel, Superintendent and
Ex-Officio Secretary

Thomas Kennedy, Chairman
Citrus County School Board

Date: _____

Date: _____

WITNESS:

CITRUS COUNTY SHERIFF'S OFFICE

Print Name: _____

Mike Prendergast, Sheriff

Date: _____

Date: _____

EXHIBIT "A"

1. Citrus High School
2. Crystal River High School
3. Lecanto High School
4. Citrus Springs Middle School
5. Crystal River Middle School
6. Inverness Middle School
7. Lecanto Middle School
8. Central Ridge Elementary School
9. Citrus Springs Elementary School
10. Crystal River Primary School
11. Floral City Elementary School
12. Forest Ridge Elementary School
13. Hernando Elementary School
14. Homosassa Elementary School
15. Inverness Primary School
16. Lecanto Primary School
17. Pleasant Grove Elementary School
18. Rock Crusher Elementary School
19. CREST School
20. Renaissance Center/PACE
21. Withlacoochee Technical College

EXHIBIT "B"

SCHOOL RESOURCE OFFICER CONFIDENTIALITY AGREEMENT

The Citrus County School District hereby grants the undersigned School Resource Officer ("SRO") the nonexclusive right to access confidential student records as part of the SRO's role in providing professional services to students of the Citrus County School District. The undersigned SRO understands and agrees to the following as a condition of being an SRO:

1. In the performance of my duties as an SRO, I may have access to confidential information which includes, but is not limited to student records, district employee records, business records, correspondence and other records that are confidential pursuant to the Family Education Rights Privacy Act, the Florida Public Records law, Florida Statutes, or otherwise provided by law.

2. I shall treat ALL information accessible to me in the performance of my duties as confidential information, regardless of the format (i.e. electronic, paper, etc.) unless and until otherwise advised by the principal or the School Safety Specialist. I will take all necessary steps to prevent anyone from gaining knowledge of any password; and will report a breach of that knowledge immediately to the principal and School Safety Specialist.

3. I agree not to access any confidential information unless I am authorized to do so, and I agree to maintain the confidential and privacy of confidential information during and after my assignment as an SRO. I shall not, directly or indirectly, communicate orally, in writing, or by email, social media, or through other means, any confidential information to any unauthorized person, including without limitation, students, school staff, other SROs or law enforcement officers, friends, family members, etc.

4. I shall not permit myself or any others to copy, reproduce, alter, and/or delete any confidential information.

5. School officials shall allow SROs to inspect and copy any public records maintained by the school, including student directory information such as yearbooks. However, SROs may not inspect and/or copy confidential student education records except in emergency situations.

6. If some information in a students' cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

7. If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

8. The SRO represents and warrants that they are familiar with the provisions of the Family Educational Rights and Privacy Act (FERPA) and that the SRO will take all measures necessary to protect confidential data from unauthorized access or release.

9. As used in this Agreement, the phrase "confidential information" shall mean all: 1) student records and reports that are confidential and exempt from disclosure under Section 119.01(1), *Fla. Stat.*, as provided in Section 1002.22, *Fla. Stat.*; and 2) any other information, record or document that is confidential or subject to privacy protection as otherwise provided by law.

I hereby understand, acknowledge and agree to the above conditions.

(Print Name and Title)

(Signature)

(Date)

EXHIBIT "C"

SCHOOL RESOURCE DEPUTY PRESENCE

SCHOOL NAME: _____

Date	Name/Initials/ID#
5/1/2019	
5/2/2019	
5/3/2019	
5/4/2019	
5/5/2019	
5/6/2019	
5/7/2019	
5/8/2019	
5/9/2019	
5/10/2019	
5/11/2019	
5/12/2019	
5/13/2019	
5/14/2019	
5/15/2019	
5/16/2019	
5/17/2019	
5/18/2019	
5/19/2019	
5/20/2019	
5/21/2019	
5/22/2019	
5/23/2019	
5/24/2019	
5/25/2019	
5/26/2019	
5/27/2019	Memorial Day
5/28/2019	
5/29/2019	
5/30/2019	
5/31/2019	

Assigned SRD signature: _____

Date: _____

Administration signature: _____

Date: _____

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for July 30th 2019 School Board Meeting.

Requested by Chief Buddy Grant, Department of: Administration

Additional contact(s)/originator Jonny Bishop

Document Title: 2019-2020 Guardian Agreement with CCSO

Board Action Required:

Presentation/Recognition _____ Information _____

Consideration/Approval Request approval of the 2019-2020 Guardian agreement between the Citrus County School Board and the Citrus County Sheriff's Office

Backup Materials: attached _____ available in district office _____ other _____

Executive Summary / Highlights:

Outlines the training, certification and recertification of the Citrus County School Board Guardians by the Citrus County Sheriff's Office. Also includes an agreement that will allow the School Safety Specialist to fulfill his duties and responsibilities in the performance of his job as it relates to access to CCSO controlled buildings.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies Include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparation;
- Community Connections

Financial Impact to the District: N/A

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay grade/level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: Sammy Wilson

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA
AND
CITRUS COUNTY SHERIFF’S OFFICE
REGARDING
SCHOOL GUARDIAN PROGRAM
AND
SCHOOL SAFETY SPECIALIST**

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into by and between The School Board of Citrus County, Florida, a political subdivision of the State of Florida and a body corporate pursuant to §1001.40, Florida Statutes, whose address is 1007 West Main Street, Inverness, Florida 34450, hereinafter referred to as “School Board” and **MIKE PRENDERGAST, Sheriff of Citrus County, Florida** (“Sheriff”), with a principal place of business at 1 Dr. Martin Luther King Jr. Avenue, Inverness, Florida 34450, hereinafter referred to as “Sheriff;” (collectively the “Parties”).

WHEREAS, the Florida Legislature in Senate Bill 7026 (2018) established the Aaron Feis Guardian Program (the “Guardian Program”) to aid in the prevention or abatement of active assailant incidents on school premises; and

WHEREAS, the Florida Legislature in Senate Bill 7030 (2019) amended §30.15(k), *Fla. Stat.* regarding the Guardian Program compelling Sheriffs of the State of Florida to establish a Guardian Program after the local school board voted by a majority to implement a Guardian Program; and

WHEREAS, the School Board has voted by a majority to implement a Guardian Program; and

WHEREAS, the Florida Legislature in Senate Bill 7026 (2018) amended §1006.07, *Fla. Stat.* to require each district school superintendent to designate a school safety specialist who is responsible for the supervision and oversight for all school safety and security personnel, policies and procedures in the school district; and

WHEREAS, the Florida Legislature in Senate Bill 7030 (2019) amended §1006.07, *Fla. Stat.* modifying the statutory responsibilities of the school safety specialist; and

WHEREAS, the Superintendent of the Citrus County School District (the “District”) has designated the District’s School Safety Specialist as the liaison between the District and public safety agencies regarding any disaster, emergency, manmade emergency, natural emergency, and technological emergency as defined by §252.34, *Fla. Stat.*; and

WHEREAS, pursuant to an Interlocal Agreement between the Citrus County, Florida and the Sheriff dated September 27, 2016, the County has contracted with the Sheriff to perform on behalf of the County “the functions, duties and services provided for herein relating to Emergency Management Services;” and

WHEREAS, the Parties agree that the statutory duties of the School Safety Specialist are of critical importance to providing the highest level of safety and security to the students, staff and facilities of the School District; and

WHEREAS, the Parties agree that cooperation between the Parties regarding the coordination and management of disasters, emergencies, manmade emergencies, natural emergencies, and technological emergencies as defined by §252.34, *Fla. Stat.* is paramount to the safety of the citizens of both Citrus County, Florida and the State of Florida, and

WHEREAS, the Parties desire to enter into this MOU to establish the duties and responsibilities of each Party regarding the Guardian Program and the interaction between the Parties regarding the District’s Safe School Specialist.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The forgoing recitals (WHEREAS CLAUSES) are true and correct and are incorporated herein by reference.
2. **TERM.** The term of this Agreement shall commence at 12:01 AM on the 1st day of July 2019 and end at midnight on the 30th day of June 2020, and shall automatically renew for consecutive one year periods unless sooner terminated by the Parties as set forth below.
3. **Guardian Program.**
 - (a) **Sheriff Responsibilities.**
 - i. Pursuant to §30.15(1)(k)2, *Fla. Stat.* the Sheriff shall consult with the Florida Department of Law Enforcement on programmatic guiding principles, practices, and resources, and shall certify as school guardians, without the power of arrest, school employees, as specified in §1006.12(3) who:
 - (1) Hold a valid license issued under §790.06, *Fla. Stat.*
 - (2) Complete a 144-hour training program, consisting of 12 hours of a certified nationally recognized diversity training and 132 total hours of comprehensive firearm safety and proficiency training conducted by Criminal Justice Standards and Training Commission-certified instructors, which must include:
 - (a) Eighty hours of firearms instruction based on the Criminal Justice Standards and Training Commission's Law Enforcement Academy training model, which must include at least 10 percent but

no more than 20 percent more rounds fired than associated with academy training. Program participants must achieve an 85 percent pass rate on the firearms training.

- (b) Sixteen hours of instruction in precision pistol.
 - (c) Eight hours of discretionary shooting instruction using state-of-the-art simulator exercises.
 - (d) Eight hours of instruction in active shooter or assailant scenarios.
 - (e) Eight hours of instruction in defensive tactics.
 - (f) Twelve hours of instruction in legal issues.
- ii. Sheriff shall issue a school guardian certificate to individuals who meet the requirements to the satisfaction of the Sheriff contained in paragraph 2(a)i.
 - iii. Sheriff shall maintain documentation of weapon and equipment inspections, as well as the training, certification, inspection, and qualification records of each School Guardian certified by the Sheriff.
 - iv. Once certified by the Sheriff pursuant to the requirements contained in paragraph 2(a)i., individuals may serve as a School Guardian under §1006.12(3), *Fla. Stat.* only if he or she is appointed by the school district superintendent or charter school principal and:
 - (1) Pass a psychological evaluation administered by a psychologist licensed under chapter 490 and designated by the Department of Law Enforcement and submit the results of the evaluation to the sheriff's office. The Department of Law Enforcement is

authorized to provide the sheriff's office with mental health and substance abuse data for compliance with this paragraph.

- (2) Submit to and pass an initial drug test and subsequent random drug tests in accordance with the requirements of s. 112.0455 and the sheriff's office.
 - (3) Successfully complete ongoing training, weapon inspection, and firearm qualification on at least an annual basis.
- v. Sheriff shall issue equipment including but not limited to duty gear, a bullet-proof vest, and a firearm to each School Guardian as long as, in the sole and absolute discretion of the Sheriff, such School Guardian has successfully passed equipment inspections, qualified, and maintains qualification records which are satisfactory to the Sheriff. However, any costs of replacement or repair of lost or damaged equipment after the initial issuance by the Sheriff that is not funded by grants shall be the responsibility of the School Board.
- vi. Upon certification by the Sheriff, shall pay each school guardian a stipend of Five Hundred Dollars and Zero Cents (\$500.00).
- vii. Sheriff may suspend or revoke the certification of an individual previously certified as a School Guardian for good cause, which means cause that is legally sufficient.
- (1) The following shall constitute good cause and be grounds for immediate suspension or revocation: failure to hold a valid license issued under §790.06, *Fla. Stat.*; failure to successfully complete ongoing training, weapon inspection, and firearm qualification on at least an annual basis; conviction for any felony or of a misdemeanor involving perjury or a false

statement; a suspension or termination as an employee of the School District.

- (2) The Sheriff, at his discretion, may suspend or revoke the certification of an individual previously certified as a School Guardian for good cause for any other reason after consultation with the Superintendent.

(b) **Responsibilities of School Board.**

- i. Upon sixty (60) days' prior notice to Sheriff, School Board may hire candidates and refer such employees to the Sheriff for training and certification as a School Guardian, as specified in §1006.12(3).
- ii. School Board shall supervise school guardians certified by the Sheriff when performing his or her duties. The School Board shall be responsible for all aspects of employment of the School Guardians, including all control, direction and supervision.
- iii. At the request of the Sheriff, shall require school guardians to take and pass random drug screens during their employment as a school guardian.
- iv. Shall notify the Sheriff and the Office of Safe Schools within 72 hours a school guardian who is dismissed for misconduct, is otherwise disciplined, or who discharges his or her firearm in the exercise of his or her duties, other than for training purposes.
- v. Pursuant to §30.15(1)(k) school guardians shall have no authority to act in any law enforcement capacity except to the extent necessary to prevent or abate an active assailant incident.
- vi. Immediately upon receipt of information or records suggesting that any school guardian is in violation of Paragraph 3(a), vii, (1) above, the

Superintendent shall report all relevant information and records to the Sheriff.

(c) **Responsibilities of Parties.**

- i. Pursuant to §30.15(6), *Fla. Stat.* any information that would identify whether a particular individual has been appointed as a safe-school officer held by a law enforcement agency, school district, or charter school is exempt from §119.07, (1) and Section 24(a), Article I of the State Constitution.

(d) **Cost of the Guardian Program.**

- i. Prior to the effective date of this Agreement, the Sheriff has applied for grant funding pursuant to the Coach Aaron Feis Guardian Program to fund costs of screening, training, and implementation of the School Guardian Program as set forth above. The Sheriff reasonably expects to receive grant funding in an amount that will cover all costs of the School Guardian Program. However, if the Sheriff does not receive grant funding sufficient to cover all costs of the School Guardian Program, the School Board agrees to reimburse the Sheriff for any resulting shortfall within thirty (30) days of presentment of an invoice detailing such shortfall, including all costs incurred in the administration of the School Guardian Program and grant funding received. The School District's reimbursement obligation pursuant to this paragraph includes costs incurred by the Sheriff prior to the effective date of this agreement concerning the first class of school guardian candidates scheduled to begin in June, 2019.
- ii. All other costs of the school guardian program shall be borne by the School Board.

4. **School District's School Safety Specialist.**

- (a) **Duties of the School Safety Specialist.** Pursuant to §1006.07(6)(a), the School Safety Specialist is responsible for the supervision and oversight for all school safety and security personnel, policies, and procedures in the school district, and shall:
- i. Review policies and procedures for compliance with state law and rules.
 - ii. Provide the necessary training and resources to students and School District staff in matters relating to youth mental health awareness and assistance; emergency procedures, including active shooter training; and school safety and security.
 - iii. Serve as the School District liaison with local public safety agencies¹ and national, state, and community agencies and organizations in matters of school safety and security.
 - iv. Conduct a school security risk assessment at each public school using the school security risk assessment tool developed by the Office of Safe Schools. Based on the assessment findings, the District’s School Safety Specialist must provide recommendations to the District School Board which identify strategies and activities that the District School Board should implement in order to improve school safety and security.
 - v. Coordinate with the appropriate public safety agencies that are designated as first responders to a school’s campus to conduct a tour of such campus once every 3 years and provide recommendations related to school safety.²

¹ “Public safety agency” means a functional division of a public agency which provides firefighting, law enforcement, medical, or other emergency services. Section 365.171(3)(d), F.S.

² Section 1006.07, F.S. (2019)

- vi. Participate with specified entities in active shooter situation training at each school and conducted by the law enforcement agency or agencies that are designated as first responders to the school's campus.³
 - vii. Ensure that all school personnel within the School District receive youth mental health awareness and assistance training.
 - viii. Approve construction items to ensure building security.⁴
 - ix. Annually conduct a school security risk assessment at each public school, in collaboration with the appropriate public safety agencies,⁵ using the Florida Safe Schools Assessment Tool.⁶
- (b) **Emergency Management.** The School Safety Specialist is the School District's designee to act as the liaison between the School District and public safety agencies regarding any disaster, emergency, manmade emergency, natural emergency, and technological emergency as defined by §252.34, *Fla. Stat.*
- (c) **Cooperation between the Sheriff and School Board.**
- i. The Parties agree that the statutory duties of the School Safety Specialist are of vital importance to providing the highest level of safety and security to the students, staff and facilities of the School District.

³ *Id.*

⁴ Section 1013.64, F.S. Cost per student station includes contract costs, legal and administrative costs, fees of architects and engineers, furniture and equipment, and site improvement costs. Cost per student station does not include the cost of purchasing or leasing the site for the construction or the cost of related offsite improvements. Cost per student station also does not include the cost for securing entries, checkpoint construction, lighting specifically designed for entry point security, security cameras, automatic locks and locking devices, electronic security systems, fencing designed to prevent intruder entry into a building, bullet-proof glass, or other capital construction items approved by the school safety specialist to ensure building security for new educational, auxiliary, or ancillary facilities; costs for these items must be below 2 percent per student station.

⁵ "Public safety agency" means a functional division of a public agency which provides firefighting, law enforcement, medical, or other emergency services. Section 365.171(3)(d), F.S.

⁶ Section 1006.1493, F.S.

- ii. The Parties agree that cooperation between the Parties regarding the coordination and management of disasters, emergencies, manmade emergencies, natural emergencies, and technological emergencies as defined by §252.34, *Fla. Stat.* is paramount to the safety of the citizens of both Citrus County, Florida and the State of Florida.
- iii. The Parties agree that the School Safety Specialist shall have access to public buildings or facilities occupied by the Sheriff when such access is necessary for the exercise of the School Safety Specialist's statutory duties or those duties which are assigned to the School Safety Specialist by the School Board or the Superintendent of Schools and enumerated in Sections 3(b) and 4, herein, including emergency management.
- iv. The Sheriff will not prohibit, restrict nor exclude the School Safety Specialist from the performance of the School Safety Specialist's statutory duties or the School Board's statutory duties which are assigned to the School Safety Specialist by the School Board or the Superintendent of Schools, including emergency management.

5. **General Provisions.**

- (a) **Good Faith.** The Parties, their agents and employees agree to cooperate in good faith in fulfilling the terms of this MOU.
- (b) **Exempt Information.** The Parties agree that pursuant to §30.15(6), *Fla. Stat.* any information that would identify whether a particular individual has been appointed as a safe-school officer held by a law enforcement agency, school district, or charter school is exempt from §119.07, (1) and Section 24(a), Article I of the State Constitution.

6. **Miscellaneous Provisions.**

- (a) **Descriptive Headings**. The headings used herein are descriptive only and for the convenience of identifying provisions and are not determinative of the meaning or effect of any such provision.
- (b) **Entire Agreement**. This Agreement constitutes and contains the entire agreement and understanding between the Parties with respect to the subject matter herein and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The Parties acknowledge that no representations, inducements, promises, or agreements have been made by or on behalf of any Party, except those covenants and agreements embodied in this written Agreement. Any amendment or modification of this Agreement, or any waiver of its terms, in order to be binding, must be written and signed by the Parties hereto.
- (c) **Opportunity to Consult with Counsel**. The Parties acknowledge that they have had an opportunity to consult with counsel of their own choice, that they have read this Agreement, that they are fully aware of the contents of this Agreement and of its legal effect and fully understand and agree to each and every provision hereof without reservation, and that they have executed this Agreement in reliance on their own judgment and free from any coercion, duress or undue influence.
- (d) **Execution and Binding on Successors and Assigns**. This Agreement may be executed in counterparts (including by facsimile or other electronic imaging), any one of which shall be deemed an original and all of which collectively shall be deemed a single instrument. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective officers, directors, agents, employees, administrators, trustees, executors, receivers, successors, assignees and legal representatives, whether a signatory hereto or not.
- (e) **Notices**. All notices, consents, demands, or other communications required or permitted to be given pursuant to this Agreement shall be in writing by e-mail and

hard copy, and shall be deemed sufficiently given and received on: (i) the day on which delivered personally or via facsimile transfer during a business day to the appropriate location(s) listed below; (ii) one (1) business day after delivered to a nationally recognized overnight delivery service such as Federal Express or Airborne Express for overnight delivery to the appropriate location(s) listed below; or (iii) three (3) business days after the posting thereof by United States registered or certified first class mail, return receipt requested with postage and fees prepaid and addressed as follows:

If to School Board: Superintendent of Schools
1007 West Main Street
Inverness, Florida 34450

With a copy to:

R. Wesley Bradshaw, Esq.
General Counsel
Bradshaw & Mountjoy, P.A.
209 Courthouse Square
Inverness, Florida 34450

If to Sheriff: Mike Prendergast, Sheriff
1 Dr. Martin Luther King Dr.
Inverness, Florida 34450

With a copy to:

Robert W. Batsel, Jr.
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 Southeast 36th Avenue
Ocala, Florida 34471

Any party may change his, her or its address and/or the address of the entity copied on his, her or its behalf upon written notice to all other Parties.

- (f) **No Presumption/Severability.** The Parties acknowledge that they and their attorneys have participated in the preparation, negotiations and drafting of this

Agreement. The terms in this Agreement shall be construed in accordance with their fair meaning and there shall be no presumption applied against any Party for having drafted or participated in the drafting of any such terms. The terms of this Agreement shall be severable such that, if any term herein is illegal, invalid, or unenforceable, such holding shall not affect the viability of any of the other provisions of the Agreement, unless the severing of such term would defeat the purpose of this Agreement.

- (g) **Waiver**. No delay or failure on the part of any Party hereto in exercising any right, power or privilege under this Agreement shall impair any such right, power or privilege or be construed as a waiver or acquiescence thereto; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver shall be valid against any Party, unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

- (h) **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 the Circuit Court for the Fifth Judicial Circuit, Citrus County, Florida (hereinafter the “Court”), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.

- (i) **Waiver of Jury Trial**. In any action or proceeding arising herefrom, the parties hereto consent to trial without a jury in any action, proceeding or counterclaim brought by any party hereto or its successors against any other party hereto or

its successors in respect of any matter arising out of or in connection with this agreement, regardless of the form of action or proceeding.

- (j) **No Assignment.** This MOU may not be assigned without the express written consent of the School Board and the Sheriff, which consent may be withheld for any reason or no reason.
- (k) **Non-Discrimination.** The Parties shall not unlawfully discriminate against any individual on the basis of his or her race, age, religion, ancestry, color, ethnicity, gender, national origin, marital status, familial status, disability, sexual orientation, genetic information, or gender identity or expression with respect to any activity occurring or under this Agreement.
- (l) **Attorney Fees and Costs.** In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs: including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.
- (m) **Indemnification.** The Parties acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to

property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Parties agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The Parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

- (n) **Termination.** This MOU may only be terminated prior to the Agreement's expiration date by a party upon at least ninety (90) days prior written notice to the other party that the party has failed to substantially perform in accordance with the terms and conditions of this Agreement. The party in breach shall have ninety (90) days in which to cure the breach or the non-breaching party can terminate this Agreement and pursue all available legal and equitable remedies.
- (o) **Insurance.** The Parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The Parties further agree to provide each other with a copy of said insurance certificates.
- (p) **Relationship of the Parties.** The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.
- (q) **No Third-Party Beneficiaries.** This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.
- (r) **Public Records.** The Parties shall comply with Florida's public records laws, and specifically agree to: 1) keep and maintain public records that ordinarily and necessarily would be required in accordance with the applicable records

retention schedule, 2) provide the public with access to public records at a cost that does not exceed the cost provided in Chapter 119, *Fla. Stat.*, and 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by laws.

- (s) **Execution in Counterparts.** This Agreement may be executed in counterpart. Faxed or 'pdf' signatures will be acceptable in place of originals.
- (t) **Authority to Execute Agreement.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THIS AGREEMENT WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THIS AGREEMENT WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.

ATTEST:

THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA

Sandra Himmel, Superintendent and
Ex-Officio Secretary

Thomas Kennedy, Chairman
Citrus County School Board

Date: _____

Date: _____

WITNESS:

CITRUS COUNTY SHERIFF'S OFFICE

Print Name: _____

Mike Prendergast, Sheriff

Date: _____

Date: _____

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for July 30, 2019 School Board Meeting, Planning & Growth

Requested by Chuck Dixon  Department of Management

Additional contact(s)/originator _____

Document Title Policy 3.40 Safe and Secure Schools

Board Action Required:

Presentation/Recognition Present Information _____

Consideration/Approval _____

X Request to review the revision to Policy 3.40 Safe and Secure Schools.

(This wording should be your actual motion to appear on the agenda)

Backup Material: attached X available in district office _____ other _____

Request to review the revisions to Policy 3.40 Safe and Secure Schools
This matter was discussed by the Policy and Forms Committee on June 20, 2019.
The revisions include multiple sections to the policy. The revisions are required due to changes in the statutes.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted).
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: N/A

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay Grade/Level _____

Benefits _____

Financial Impact reviewed by: Jammy Wilson Terms of Position _____

(Form Board Approved 7/10/07)

SAFE AND SECURE SCHOOLS

3.40+

School crime and violence are multifaceted problems that need to be addressed in a manner that utilizes all available resources in the community through a coordinated effort of District personnel, law enforcement agencies, first responders, and families. The Board further believes that school administrators and local law enforcement officials must work together to provide for the safety and welfare of students while they are at school or a school-related event or are on their way to and from school.

The School Board is committed to maintaining a safe, secure, and drug-free environment in all the District's schools.

I. SCHOOL PROPERTY, DISTRICT FACILITIES AND SCHOOL SPONSORED EVENTS OR ACTIVITIES.

- A. Visitors to a school campus shall be governed by Policy 9.60.
- B. Students who are suspended or expelled shall be governed by the Code of Student Conduct.
- C. Principals shall keep a log of incidents of adults or students which are asked to leave which shall include the name of the person and other pertinent information. If that person again enters upon the school campus or school grounds, any staff member shall immediately notify the principal or appropriate local law enforcement officials without further warning.
- D. Any unauthorized or suspicious vehicles parked on or near a school campus shall immediately be reported to School Administration and Law Enforcement.

II. EMERGENCY RESPONSE.

- A. The Superintendent or designee, or the site-based administrator or designee, shall immediately notify the following emergency response

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agencies by calling "911" (Citrus County, Florida's E-911 Plan) in the event of an emergency and the following emergency response agency will notify the District in the event of an emergency:

Emergency Response Agency:

Type of Emergency:

Citrus County Sheriff's Office

Citrus County Fire Department

City of Inverness Fire Department

City of Crystal River Fire Department

Nature Coast Emergency Medical Service (EMS)

Emergencies, including, but not limited to, fires, natural disasters, active shooter and hostage situations, and bomb threats.

1. All personnel are authorized to call "911" in the event of an emergency.
2. All personnel are authorized to activate emergency active assailant response procedures (the "ALICE" protocol) and those procedures are to be immediately implemented.

III. **SAFETY AND SECURITY BEST PRACTICES.**

- A. The Superintendent shall establish policies and procedures for the prevention of violence on school grounds, including the assessment of and intervention with individuals whose behavior poses a threat to the safety of the school community.
- B. The Superintendent shall designate a school safety specialist for the district. The school safety specialist must be a school administrator employed by the school district and must earn a certificate of completion of the school

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safety specialist training provided by the Office of Safe Schools within 1 year after appointment and is responsible for the supervision and oversight for all school safety and security personnel, policies, and procedures in the school district. The school safety specialist shall:

1. Review school district policies and procedures for compliance with state law and rules, including the district's timely and accurate submission of school environmental safety incident reports to the department pursuant to s. 1001.212(8).
2. Provide the necessary training and resources to students and school district staff in matters relating to youth mental health awareness and assistance; emergency procedures, including active shooter training; and school safety and security.
3. Serve as the school district liaison with local public safety agencies¹ and national, state, and community agencies and organizations in matters of school safety and security.
4. In collaboration with the appropriate public safety agencies, as that term is defined in s. 365.171, by October 1 of each year, conduct a school security risk assessment at each public school using the Florida Safe Schools Assessment Tool developed by the Office of Safe Schools pursuant to s. 1006.1493, F.S. Based on the assessment findings, the district's school safety specialist shall provide recommendations to the district school superintendent and the district school board which identify strategies and activities that the district school board should implement in order to address the findings and improve school safety and security. Each district school board must receive such findings and the school safety specialist's

¹ "Public safety agency" means a functional division of a public agency which provides firefighting, law enforcement, medical, or other emergency services. Section 365.171(3)(d), F.S.

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recommendations at a publicly noticed district school board meeting to provide the public an opportunity to hear the district school board members discuss and take action on the findings and recommendations. Each school safety specialist shall report such findings and school board action to the Office of Safe Schools within 30 days after the district school board meeting.

5. Coordinate with the appropriate public safety agencies, as defined in s. 365.171, that are designated as first responders to a school's campus to conduct a tour of such campus once every 3 years and provide recommendations related to school safety. The recommendations by the public safety agencies must be considered as part of the recommendations by the school safety specialist pursuant to Paragraph III, B., 1-4 above.

IV. EMERGENCY MANAGEMENT AND PREPAREDNESS.

- A. Emergency management and preparedness plans shall include notification procedures for weapon use and active shooter/hostage situations, hazardous materials and toxic chemical spills, weather emergencies, and exposure resulting from a manmade emergency.
- B. Emergency management and preparedness procedures for active shooter situations shall engage the participation of the District School Safety Specialist, threat assessment team members, faculty, staff and students for each school and be conducted by the law enforcement agency or agencies designated as first responders to the school's campus.
- C. Copies of each school's floor plan, and other relevant documents shall be provided to county and city law enforcement agencies and fire departments and emergency preparedness officials that have jurisdiction of the school(s) in accordance with Florida Statutes.

V. THREAT ASSESSMENT.

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- A. The primary purpose of a threat assessment is to minimize the risk of targeted violence at school. The Board's threat assessment process is designed to be consistent with the process set forth in the joint U.S. Secret Service and U.S. Department of Education publication *Threat Assessment in Schools: a Guide to Managing Threatening Situations and to Creating Safe School Climates* for identifying, assessing, and managing students who may pose a threat. The goal of the threat assessment process is to take appropriate preventative or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed. The threat assessment process is centered upon an analysis of the facts and evidence of behavior in a given situation. The appraisal of risk in a threat assessment focuses on actions, communications, and specific circumstances that might suggest that an individual intends to cause physical harm and is engaged in planning or preparing for that event.
1. The Superintendent shall create threat assessment teams at each school. The threat assessment teams duties include the coordination of resources and assessment and intervention with individuals whose behavior may pose a threat to the safety of school staff or students consistent with the model policies developed by the Office of Safe Schools.
 2. Each threat assessment team shall be supervised by the school Principal and include persons with expertise in counseling, instruction, school administration, and law enforcement. The threat assessment teams shall identify members of the school community to whom threatening behavior should be reported and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self. Upon the availability of the behavioral

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threat assessment instrument developed pursuant to s. 1001.212(12), the threat assessment team shall use that instrument.

3. Upon a preliminary determination by the threat assessment team that a student poses a threat of violence or physical harm to himself or herself or others, the threat assessment team shall immediately report its determination to the Superintendent or his or her designee. The Superintendent or his or her designee shall immediately attempt to notify the student's parent or legal guardian. Nothing in this subsection shall preclude school district personnel from acting immediately to address an imminent threat.
4. Upon a preliminary determination by the threat assessment team that a student poses a threat of violence to himself or herself or others or exhibits significantly disruptive behavior or need for assistance, authorized members of the threat assessment team may obtain criminal history record information pursuant to s. 985.04(1). A member of a threat assessment team may not disclose any criminal history record information obtained pursuant to this section or otherwise use any record of an individual beyond the purpose for which such disclosure was made to the threat assessment team.
5. Notwithstanding any other provision of law, all state and local agencies and programs that provide services to students experiencing or at risk of an emotional disturbance or a mental illness, including the school districts, school personnel, state and local law enforcement agencies, the Department of Juvenile Justice, the Department of Children and Families, the Department of Health, the Agency for Health Care Administration, the Agency for Persons with Disabilities, the Department of Education, the Statewide Guardian Ad Litem Office, and any service or support provider contracting with such agencies, may share with each other records

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or information that are confidential or exempt from disclosure under chapter 119 if the records or information are reasonably necessary to ensure access to appropriate services for the student or to ensure the safety of the student or others. All such state and local agencies and programs shall communicate, collaborate, and coordinate efforts to serve such students.

6. If an immediate mental health or substance abuse crisis is suspected, school personnel shall follow policies established by the threat assessment team to engage behavioral health crisis resources. Behavioral health crisis resources, including, but not limited to, mobile crisis teams and school resource officers trained in crisis intervention, shall provide emergency intervention and assessment, make recommendations, and refer the student for appropriate services. Onsite school personnel shall report all such situations and actions taken to the threat assessment team, which shall contact the other agencies involved with the student and any known service providers to share information and coordinate any necessary follow-up actions. Upon the student's transfer to a different school, the threat assessment team shall verify that any intervention services provided to the student remain in place until the threat assessment team of the receiving school independently determines the need for intervention services.
7. (f) Each threat assessment team established pursuant to this subsection shall report quantitative data on its activities to the Office of Safe Schools in accordance with guidance from the office and shall utilize the threat assessment database developed pursuant to s. 1001.212(13) upon the availability of the database.

VI. SAFETY IN CONSTRUCTION PLANNING.

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- A. The School Board shall allow law enforcement agency and/or agencies that are designated as first responders to the district's campus and school's campuses to tour such campuses once every 3 years. Any changes related to school safety and emergency issues recommended by a law enforcement agency based on a campus tour must be documented by the district school board.

VII. **SCHOOL ENVIRONMENTAL SAFETY INCIDENT REPORTING.**

- A. The Superintendent shall develop and implement procedures for timely and accurate reporting of incidents related to school safety and discipline and shall provide training to appropriate personnel in accordance with law and State Board of Education rules.

VIII. **SAFETY PROCEDURES.**

- A. School alarms shall be monitored, and malfunctions shall be reported for immediate repair.
- B. Emergency evacuation drills (fire, hurricane, tornado, active shooter/hostage situation, other natural disaster, and school bus) shall be held in compliance with state requirements and formulated in consultation with the appropriate public safety agencies. Each principal, site administrator or transportation official is responsible for the following:
 - 1. Developing and posting emergency evacuation routes and procedures;
 - 2. Assigning and training staff members in specific responsibilities to ensure prompt, safe and orderly evacuation;
 - 3. Identifying and reporting hazardous areas requiring corrective measures; and

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4. Preparing and submitting a written report of each emergency evacuation drill to the District office.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 316.614, 1001.37(3), 1001.43, 1001.51,
1006.062, 1006.07, 1006.13, 1006.145,
1006.1493, 1012.584, 1013.13, F.S.

HISTORY: ADOPTED: 03/09/2004
REVISION DATE(S): 12/20/2007, 05/13/2014, xx/xx/xxxx
FORMERLY: 3.4(1)

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SAFE AND SECURE SCHOOLS

3.40+

- I. ~~The Citrus County District School Board has as its first obligation to provide a safe, secure, and orderly learning environment in all schools and at all sponsored activities for students, school personnel, and other persons.~~
- II. ~~An orderly environment can only be achieved by developing procedures to control students, personnel, and other persons on school property and attending School Board or school-sponsored events or activities. All procedures shall reflect the following policy provisions:~~
 - A. ~~No persons other than students and employees of a school site shall be on a school campus during school hours unless they are in compliance with Policy 9.60.~~
 - B. ~~A student who is suspended or expelled is not in good standing and is not permitted on any school campus, school grounds, or to attend any school-sponsored activity without specific permission from the site-based administrator.~~
 - C. ~~Any person on a school campus or school grounds not in accordance with this policy is hereby declared to be a trespasser and may be asked to leave immediately by any staff member. Each principal shall keep a log of such incidents which shall include the name of the person asked to leave and other pertinent information. If that person again enters upon the school campus or school grounds, any staff member shall immediately notify the principal or appropriate local law enforcement officials without further warning.~~
 - D. ~~Individuals who enter any School Board property, activity, or School Board meeting without a legitimate reason and create a disturbance or refuse to leave the property or activity when asked by the Board Chairperson, Superintendent or designee, principal or person in charge are subject to criminal penalty as provided in Florida Statutes. The person in charge shall contact appropriate law enforcement officials in cases of disruptive activity or refusal to leave the school property or activity and take appropriate actions to have the offender punished as prescribed by law. The Superintendent shall be notified of any such action at schools or school activities.~~

CHAPTER 3.00 - SCHOOL ADMINISTRATION

III. ~~The following emergency response agency(ies) will notify the District in the event of an emergency:~~

Emergency Response Agency	Type of Emergency
Citrus County Sheriff's Office	Emergencies, including, but not limited to, fires, natural disasters and bomb threats.

IV. ~~Safety - Emergency Plans~~

- ~~A. The Superintendent shall establish a uniform format for the development of schools' emergency management and preparedness plans.~~
- ~~B. Each school shall develop and maintain an up-to-date plan based upon the uniform guidelines and including the provisions of Florida law, State Board of Education rules, and other applicable regulations.~~
- ~~C. Emergency management and preparedness plans shall include notification procedures for weapon use and hostage situations, hazardous materials and toxic chemical spills, weather emergencies, and exposure resulting from a manmade emergency.~~
- ~~D. Copies of each school's plan shall be provided to county and city law enforcement agencies, fire departments and emergency preparedness officials.~~

V. ~~Safety - Procedures~~

- ~~A. School alarms shall be monitored, and malfunctions shall be reported for immediate repair.~~
- ~~B. Emergency evacuation drills (fire, hurricane, tornado, other disaster, and school bus) shall be held in compliance with state requirements. Each principal, site administrator or transportation official is responsible for the following:
 - ~~1. Developing and posting emergency evacuation routes and procedures;~~~~

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- ~~2. Assigning and training staff members in specific responsibilities to ensure prompt, safe and orderly evacuation;~~
- ~~3. Identifying and reporting hazardous areas requiring corrective measures; and~~
- ~~4. Preparing and submitting a written report of each emergency evacuation drill to the District office.~~

STATUTORY AUTHORITY: _____ **1001.41, 1001.42, F.S.**

LAW(S) IMPLEMENTED: _____ **316.614, 1001.37(3), 1001.43, 1001.51,**
_____ **1006.062, 1006.07, 1006.145, 1013.13, F.S.**

HISTORY: _____ **ADOPTED: 03/09/2004**
_____ **REVISION DATE(S): 12/20/2007, 05/13/2014**
_____ **FORMERLY: 3.4(1)**

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for July 30, 2019 School Board Meeting.

Requested by Chuck Dixon  Department of Planning & Growth

Additional contact(s)/originator _____ Management _____

Document Title Policy 4.60 District and Statewide Assessment Program

Board Action Required:

Presentation/Recognition Present Information _____

Consideration/Approval _____

X Request to review the revision to Policy 4.60 District and Statewide Assessment Program.

(This wording should be your actual motion to appear on the agenda)

Backup Material: attached X available in district office _____ other _____

Request to review the revision to Policy 4.60 District and Statewide Assessment Program.

This matter was discussed by the Policy and Forms Committee on June 20, 2019.

The policy revision is to Section III. The policy revision is required due to revisions in statutes.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems,
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of work force;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: N/A

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay Grade/Level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: Jammy Wilson

(Form Board Approved 7/10/07)

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

DISTRICT AND STATEWIDE ASSESSMENT PROGRAM

4.60+

- I. Provisions of the District and statewide testing program for students shall be set forth in the *Testing Handbook Student Progression Plan for District Schools*. The handbook *Student Progression Plan* shall be approved by the School Board and is hereby incorporated by reference and made a part of these rules. No student shall be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any District testing program on the basis of race, color, gender, national or ethnic origin, political or religious beliefs, marital status, sexual orientation, pregnancy, disability, genetic information, or religion. Test modifications shall be made for students with disabilities and Limited English Proficiency (LEP) consistent with state and federal requirements.
- II. Measurement of student performance shall be the responsibility of the District for subjects and grade levels that are not measured under the statewide standardized assessment program.
- III. The statewide standardized end of course assessment shall be used as the final cumulative examination for the relevant course. A local assessment may be required as the final cumulative examination for a course that is not assessed under the statewide assessment program. A student enrolled in an Advanced Placement (AP), International Baccalaureate (IB), or Advanced International Certificate of Education (AICE) course who takes the respective AP, IB, or AICE assessment and earns the minimum score necessary to earn college credit, does not have to take the EOC assessment for the corresponding course in order to earn Scholar Diploma Designation.
- IV. The uniform calendar of assessment and reporting schedules, provided by the Department of Education, shall be published on the District website. The District assessment schedule and required information shall be incorporated into the uniform calendar.
- V. The parent, as defined by Florida Statutes, of each student must be notified regarding the progress of the student towards achieving state and District expectations for proficiency in reading, science, writing and mathematics. A student's state assessment results and the results of district-required local assessments must be reported to the parent or guardian.

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

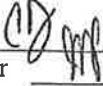
- VI. The District shall provide student performance results on statewide standardized assessments and district-required local assessments to instructional personnel for the purpose of improving instruction.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 1000.21, 1001.11(5), 1001.43,
1003.4285, 1008.22, 1008.34, F.S.

HISTORY: **ADOPTED:** 06/14/2016
REVISION DATE(S): 06/14/2016, xx/xx/xxxx
FORMERLY: NEW

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for July 30, 2019 School Board Meeting.
Requested by Chuck Dixon  Department of Planning & Growth Management
Additional contact(s)/originator _____
Document Title Policy 4.70 Home Education Program

Board Action Required:

Presentation/Recognition Present Information _____
Consideration/Approval _____
X Request to review the revision to Policy 4.70 Home Education Program.

(This wording should be your actual motion to appear on the agenda)

Backup Material: attached X available in district office _____ other _____

Request to review the revision to Policy 4.70 Home Education Program
This matter was discussed by the Policy and Forms Committee on June 20, 2019.
This policy is a complete re-write of the old policy. The revision is recommended.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems,
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of workforce;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: N/A

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay Grade/Level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: Jammy Wilson

(Form Board Approved 7/10/07)

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

HOME EDUCATION PROGRAM

4.70

A "home education program" means the sequentially progressive instruction of a student directed by his/her parent in order to satisfy the attendance requirements set forth in State law. Home Education students will not be assigned a grade level by the District.

Home education programs are excluded from meeting the day or hour requirements of the school day or school year.

- I. A parent, as defined in s. 1000.21, who establishes and maintains a home education program shall notify the Superintendent of her or his intent to establish and maintain a home education program. The notice must be in writing, signed by the parent, and include the full legal names, addresses, and birthdates of all children who shall be enrolled as students in the home education program. The notice must be filed in the Superintendent's office within 30 days of the establishment of the home education program.
- II. The Superintendent shall accept the notice and immediately register the home education program upon receipt of the notice. The district may not require any additional information or verification from the parent unless the student chooses to participate in a school district program or service. The Superintendent may not assign a grade level to the home education student or include a social security number or any other personal information of the student in any school district or state database unless the student chooses to participate in a school district program or service.
- III. The Superintendent shall provide the parent with a copy of F.S. 1002.41, a copy of the accountability requirements set forth in F.S. 1003.26(1)(f) with which the parent shall be expected to comply, and a copy of Policy 5.40 – Student Attendance, which sets forth the actions that must be taken for noncompliance.

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

- IV. The parent shall maintain a portfolio of records and materials. The portfolio must consist of the following:
- A. A log of educational activities that is made contemporaneously with the instruction and that designates by title any reading materials used.
 - B. Samples of any writings, worksheets, workbooks, or creative materials used or developed by the student.
- V. The parent shall determine the content of the portfolio, preserve it for 2 years, and make it available for inspection, if requested, by the Superintendent, or the Superintendent's agent, upon 15 days' written notice. Nothing in this paragraph shall require the Superintendent to inspect the portfolio.
- VI. The parent shall provide for an annual educational evaluation in which is documented the student's demonstration of educational progress at a level commensurate with her or his ability. The parent shall select the method of evaluation and shall file a copy of the evaluation annually with the Superintendent's office. The annual educational evaluation shall consist of one of the following:
- A. A teacher selected by the parent shall evaluate the student's educational progress upon review of the portfolio and discussion with the student. Such teacher shall hold a valid regular Florida certificate to teach academic subjects at the elementary or secondary level;
 - B. The student shall take any nationally normed student achievement test administered by a certified teacher;
 - C. The student shall take a state student assessment test used by the school district and administered by a certified teacher, at a location and under testing conditions approved by the school district;
 - D. The student shall be evaluated by an individual holding a valid, active license pursuant to the provisions of s. 490.003(7) or (8); or

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

- E. The student shall be evaluated with any other valid measurement tool as mutually agreed upon by the Superintendent of the district in which the student resides and the student's parent.

- VII. The Superintendent shall accept the results of the annual educational evaluation of the student in a home education program. If the student does not demonstrate educational progress at a level commensurate with her or his ability, the Superintendent shall notify the parent, in writing, that such progress has not been achieved. The parent shall have 1 year from the date of receipt of the written notification to provide remedial instruction to the student. At the end of the 1-year probationary period, the student shall be reevaluated as specified in Paragraph VII. Continuation in a home education program shall be contingent upon the student demonstrating educational progress commensurate with her or his ability at the end of the probationary period.

- VIII. A home education program shall be excluded from meeting the requirements of a school day.

- IX. Home education students may participate in interscholastic extracurricular student activities, may participate in the Bright Futures Scholarship Program, may participate in dual enrollment programs, are eligible for admission to Florida College System institutions, and are eligible for admission to state universities in accordance with the policies and guidelines of the Board of Governors.

- X. Testing and evaluation services at diagnostic and resource centers shall be available to home education program students, including, but not limited to, students with disabilities.

- XI. The School District may provide exceptional student education-related services, as defined in State Board of Education rule, to a home education program student with a disability who is eligible for the services and who enrolls in a public school solely for the purpose of receiving those related services. The School District shall report each student as a full-time equivalent student in the class and in a manner

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

prescribed by the Department of Education, and funding shall be provided through the Florida Education Finance Program.

- XII. The School District may provide access to career and technical courses and programs for a home education program student who enrolls in a public school solely for the career and technical courses or programs. The School District shall report each student as a full-time equivalent student in the class and in a manner prescribed by the department, and funding shall be provided through the Florida Education Finance Program.
- XIII. Industry certifications, national assessments, and statewide, standardized assessments offered by the School District shall be available to home education program students. The Superintendent shall notify home education program students of the available certifications and assessments; the date, time, and locations for the administration of each certification and assessment; and the deadline for notifying the School District of the student's intent to participate and the student's preferred location.
- XIV. The School District may not further regulate, exercise control over, or require documentation from parents of home education program students beyond the requirements of this section unless the regulation, control, or documentation is necessary for participation in a school district program.
- XV. The parent shall file a written notice of termination upon completion of the home education program with the Superintendent, along with the annual evaluation required in Paragraph VI, within 30 days of termination.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 1000.21, 1001.41, 1001.43, 1002.01, 1002.41, 1003.26 F.S.

HISTORY:

ADOPTED: 03/09/2004

REVISION DATE(S): 05/15/2008

FORMERLY: 6.23(1)

CHAPTER 4.00 - CURRICULUM AND INSTRUCTION

HOME EDUCATION PROGRAM

4.70

~~Home education programs shall adhere to the provisions of Florida Statutes. The Superintendent or designee shall be responsible for assuring that the home education programs are in compliance with Florida Statutes.~~

STATUTORY AUTHORITY: _____ **1001.41, 1001.42, F.S.**

LAW(S) IMPLEMENTED: _____ **1001.41, 1001.43, 1002.01, 1002.41, F.S.**

HISTORY: _____ **ADOPTED: 03/09/2004**
_____ **REVISION DATE(S): 05/15/2008**
_____ **FORMERLY: 6.23(1)**

REQUESTS FOR SCHOOL BOARD AGENDA

Requested for July 30, 2019 School Board Meeting,
Requested by Chuck Dixon *CD* Department of Planning & Growth
Additional contact(s)/originator Management
Document Title Policy 5.09 Requirements for Original Entry

Board Action Required:

Presentation/Recognition Present Information _____
Consideration/Approval _____
X Request to review the revision to Policy 5.09 Requirements for Original Entry.

(This wording should be your actual motion to appear on the agenda)

Backup Material: attached X available in district office _____ other _____

Request to review the revision to Policy 5.09 Requirements for Original Entry.
This matter was discussed by the Policy and Forms Committee on June 20, 2019.
This policy was previously revised in April 2019. There were some additional revisions that were discussed by the Board members which required additional revisions to be made after the April 2019 approval. There were some additional revisions due to changes in statutes.

Strategic Goals:

- 1. All students will develop a foundation of knowledge and skills through a rigorous and relevant curriculum that exceeds local, state, and national expectations, closes all performance gaps, and helps all students realize their full potential.
- 2. Schools will be safe and secure for all individuals and will provide students the opportunity to participate in a school community that creates a caring environment committed to building positive relationships.
- 3. Other/Operational Activity

Strategies include:

- Innovative and research-based curriculum and program delivery systems;
- Emphasis on at-risk and special groups of learners (including gifted);
- Staff development, recruitment, and retention of work force;
- Data systems (technology);
- Allocation of resources (human, physical, technological, financial);
- Career preparations;
- Community Connections

Financial Impact to the District: N/A

Amount Budgeted _____ Additional Amount Requested _____

Funding Source: _____

Personnel:

Estimated Salary _____ hour _____ day _____ annual _____

Pay Grade/Level _____

Benefits _____ Terms of Position _____

Financial Impact reviewed by: Jammy Wilson
(Form Board Approved 7/10/07)

CHAPTER 5.00 – STUDENTS

REQUIREMENTS FOR ORIGINAL ENTRY

5.09

- I. Any student who initially enrolls in the District shall be required to present certification of immunization prior to admittance or attendance as required by Florida Statutes.
 - A. Students who are under twenty-two (22) years of age and/or are attending adult education classes shall present certification of immunization for communicable diseases.
 - B. Immunization shall be required as determined by the ~~Department of Children and Family Services~~ Department of Health.
 - C. ~~A transfer student may be granted thirty (30) school days to provide documentation of school entry health examination and certificate of immunization record~~ shall provide documentation of school entry health examination and immunization prior to school attendance.
 - D. Any student who meets qualifications of homelessness under the McKinney Act and students who are known to the Department of Children and Family Services who seek admission to a District school may be granted thirty (30) school days to secure documentation of a school health examination and certificate of immunization.
 - E. Exceptions may be granted as provided in Florida Statutes.
- II. Students in Grades PK-12 who enter Florida public schools for the first time shall present evidence of a health examination within the twelve (12) month period prior to their initial entrance.
 - A. Any student who ~~was previously enrolled in an out-of-state public school and/or~~ meets qualifications of homelessness under the McKinney Act and students who are known to the Department of Children and Family Services who seeks admission to a District school may be granted thirty (30) school days to secure documentation of a school health examination and certificate of immunization.
 - B. ~~The Superintendent may grant exceptions to this rule pursuant to Florida Statute.~~ Exceptions may be granted as provided in Florida Statutes.

CHAPTER 5.00 – STUDENTS

- C. The health examination shall be completed by a health professional who is licensed in Florida or in the state where the examination was performed.
- III. Any student who was previously enrolled in an out-of-state public school and who seeks admission to a District school shall be admitted on the basis of admission requirements established in the state in which the student resided prior to moving to the county, except as provided in this rule.
- IV. The school principal shall determine grade placement of students from a private or nonpublic school or from home education based on, but not limited to, tests, age, and previous school records.
- V. Any student who initially enrolls in the District shall be required to report any previous school expulsions and any pending felony charges. The District may waive or honor the final order of expulsion or dismissal of a student if the act, which resulted in dismissal, would have been the basis for expulsion according to *Citrus County School Schools Student Code of Conduct*.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 1001.43, 1003.01, 1003.21, 1006.07, 1003.22, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-6.024

HISTORY: **ADOPTED:** 03/09/2004

REVISION DATE(S): 02/08/2005, 05/12/2015, 04/09/2019

FORMERLY: 7.3(2), 7.81(1)