



NOTICE OF MEETING OF THE BOARD OF DIRECTORS Notice is hereby given that a meeting of the Board of Directors of IDEA Public Schools will be held on September 15, 2021. The Board will convene in Open Session at 5:00 pm (EST). The meeting will be held at:

IDEA Victory
11612 N. Nebraska Ave.
Tampa, FL 33612

Members of the public may submit comments on any agenda item(s) being considered by the Board or may request to address the board by submitting a request via the Public Appearance Form. Requests to address the board should be submitted no later than 2pm of the day of the meeting.

IDEA Florida

Board Meeting Agenda

November

Lizzette Gonzalez-Reynolds, Chair
Nick Rhodes, Secretary
Gary Chartrand, Director
Christina Barker, Director

Meeting URL: [Online](#) or call in at (361)-271-1871: Code: 793 487 246#

Call to Order: 5:00 pm EST

Welcome: Lizzette Reynolds

1. **Updates**
 - A. **Jacksonville Update**
 - B. **Finance Update**
 - C. **Facilities Update**
 - D. **Tampa Update**
2. **Approval of Minutes from September 15, 2021 business meeting**
3. **Action Items**
 - A. **Consider Recommendation for Ignite**
 - B. **Principal Contract Approval**
 - C. **Relay Education Program Agreement**
 - D. **Uniform and Community Wash Program Donation**
 - E. **Transportation Handbook**
 - F. **2021-22 Budget Amendment**
4. **Consent Agenda**
 - A. **Revision to AST-S2: Grading Policy**






B. Intrusion Alarm Monitoring Agreement: BCI Integrated Solutions

5. **Public Comment**
6. **Member Comments**
7. **Adjourn**



Jacksonville
IDEA
Public Schools

Jacksonville Goals – 21-22

Annual Performance Goals (Proposed)	Progress	On track?
85% staff retention, with no gap in teacher retention	At 85% (40/47 staff hired and onboarded)	
100% Projected Student Enrollment by 11th DOS	<p>Bassett: KG- 47.5, 1st- 27, 2nd- 31.5, 6th- 26 PTG for Oct: 132/200 = 66%</p> <p>River Bluff: KG- 71.5, 1st- 19.5, 2nd- 21.5, 6th- 28 PTG for Oct: 140.5/200 = 70.25%</p>	
Seven Active RAB Members (Jacksonville regional advisory board)	Director of Development hire made for Tampa and Jacksonville and now pending a Manager role locally.	
100% hired for Y1 staffing by June 30th, 2022	4/8 Ops team members hired given recent resignations due to unmet work expectations, culture, salary. Delays impacting student recruitment, however, expect to hire for vacancies by end of November.	
Close on Site 3 for 23-24 (by April) and identify Site 4 for 24-25 (by August 2022)	Site 3 under contract and closing anticipated in October/November	

Challenges for 21-22

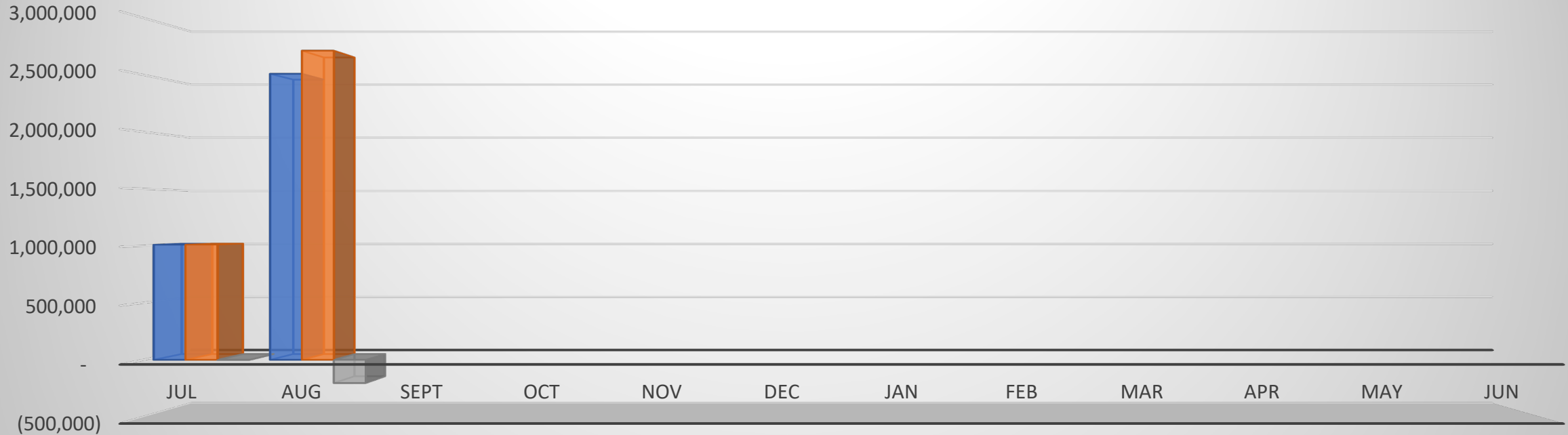
Goal	PTG	On track?
85% Staff retention	We have lost four Ops team members in the last two weeks due to working conditions.	Off track for Ops team (7/11= 63.6%). Restructuring our interview process to set clear expectations about role, in-the-field experience to include recruitment efforts, and salary pay schedule.
100% Enrolled	Many events scheduled in November, including a Super Recruitment event on Dec. 11 th . Our founding principal are actively engaged in recruitment efforts starting Nov. 1st.	Off track to be ready for lottery in February. Principals and Regional team will be hands on until lottery.

IDEA Florida August 2021 Financial Statements Review

Travis Markey
Sr. Director of Finance / IPS Controller

KEY PERFORMANCE INDICATORS

Revenue – Expense – Surplus/(Deficit) Year-to-Date



	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Revenue	1,009,275	2,509,720										
Expense	1,010,222	2,712,750										
Surplus (Deficit)	(947)	(203,030)										

Instructional Days	0	16	21	20	16	14	18	18	17	21	20	0
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Non-Profit Monthly Financial Form
IDEA Florida, Inc. with MSID Number (_____)
Hillsborough County, Florida
Statement of Financial Position (Unaudited)
September 30, 2021

ASSETS	<u>Accounts</u>	<u>Current Year</u>
Current Assets		
Cash & cash equivalents	1110	\$ 1,878,913.97
Deposits	1190	125,850.00
Accounts receivable - net	1124	1,408,425.80
Prepaid expenses	1160	8,529.06
Intercompany advances	1140	
Other current assets	12XX	1,024,813.77
Total current assets		<u>4,446,532.60</u>
Property, plant, and equipment - net	1300	
Other long-term assets	1400	
Total assets		<u>\$ 4,446,532.60</u>
 LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	2100	\$ (383,480.99)
Salaries, benefits, and payroll taxes payable	2140-2150	(45,862.74)
Accrued expenses	21XX, 22XX	(55,576.29)
Notes/bonds payable - short-term	2520	-
Lease payable		
Deferred revenue	2170	(3,848,354.84)
Due to Affiliates	2124	(28,217.20)
Total current liabilities		<u>(4,361,492.06)</u>
Long-term liabilities		
Notes/bonds payable	2180, 2250, 2310, 2320	
Lease payable	2315	
Other long-term liabilities	23XX	
Total long-term liabilities		<u>-</u>
Total Liabilities		<u>(4,361,492.06)</u>
Net Assets		
Unrestricted		72,941.68
Temporarily Restricted		(157,982.22)
Permanently Restricted		-
Total Net Assets		(85,040.54)
Total Liabilities and Net Assets		<u>\$ (4,446,532.60)</u>

IDEA Florida, Inc. with MSID Number ()
Hillsborough County, Florida
Statement of Activities (Unaudited)
For Month or Quarter Ended and For the Year Ending September 30, 2021

Description	FTE Projected FTE Actual		% Percent of Projected														
	Account Number	Unrestricted				Temporarily Restricted				Permanently Restricted				Total			
		Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget	Month/ Quarter Actual	YTD Actual	Annual Budget	% of YTD Actual to Annual Budget
REVENUES																	
FEDERAL SOURCES																	
Federal direct	5600-5601	\$ 155,272.80	\$ 155,272.80	\$ 4,494,193.00	3%									\$ 155,272.80	\$ 155,272.80	\$ 4,494,193.00	3%
Federal through state and local																	
STATE SOURCES																	
FEFP	5042					1,025,192.45	1,025,192.45	8,334,017.00	12%					\$ 1,025,192.45	1,025,192.45	8,334,017.00	12%
Capital outlay														\$ -	-	-	-
Class size reduction														\$ -	-	-	-
School recognition														\$ -	-	-	-
Other state revenue	5042					294,377.53	294,377.53	12,301,767.00	2%					\$ 294,377.53	294,377.53	12,301,767.00	2%
LOCAL SOURCES																	
Interest														\$ -	-	-	-
Local capital improvement tax														\$ -	-	-	-
Other local revenue	5010					3,000.00	3,000.00	1,660,000.00	0%					\$ 3,000.00	3,000.00	1,660,000.00	0%
TOTAL REVENUES		155,272.80	155,272.80	4,494,193.00	3%	1,322,569.98	1,322,569.98	22,295,784.00	6%	-	-	-	-	1,477,842.78	1,477,842.78	26,789,977.00	6%
NET ASSETS RELEASED FROM RESTRICTION																	
TOTAL REVENUES AND SUPPORT		155,272.80	155,272.80	4,494,193.00	3%	1,322,569.98	1,322,569.98	22,295,784.00	6%	-	-	-	-	1,477,842.78	1,477,842.78	26,789,977.00	6%
EXPENSES																	
CURRENT EXPENSES																	
Wages-Teachers	6000			2,398,548.50	0%	111,849.97	111,849.97	8,542,905.62	1%					111,849.97	111,849.97	10,941,454.12	1%
Wages-Bonuses	6030			54,198.24	0%	3,400.00	3,400.00	511,877.55	1%					3,400.00	3,400.00	566,075.79	1%
Social Security	6050			53,066.55	0%	6,568.30	6,568.30	575,337.66	1%					6,568.30	6,568.30	628,404.21	1%
Medicare	6051			13,196.57	0%	1,503.03	1,503.03	141,868.33	1%					1,503.03	1,503.03	155,064.90	1%
Group Health Insurance	6060			113,664.93	0%	5,820.64	5,820.64	1,040,816.55	1%					5,820.64	5,820.64	1,154,481.48	1%
Workers' Compensation	6070			5,518.87	0%	639.68	639.68	59,330.30	1%					639.68	639.68	64,849.17	1%
Unemployment Compensation	6080			4,741.65	0%	295.39	295.39	50,974.68	1%					295.39	295.39	55,716.33	1%
Retirement Matching	6091			36,404.45	0%	4,083.58	4,083.58	497,531.76	1%					4,083.58	4,083.58	533,936.21	1%
Audit Services	6110			-		8,750.01	8,750.01	-						8,750.01	8,750.01	-	
Consulting Services	6130			-		71,146.04	71,146.04	2,837.50	2507%					71,146.04	71,146.04	2,837.50	2507%
Miscellaneous Contracted Serv	6140			62,388.00	0%	499,811.22	499,811.22	4,759,970.29	11%					499,811.22	499,811.22	4,822,358.29	10%
Contracted Maintenance and Rep	6200			32,822.80	0%	38,118.40	38,118.40	252,405.32	15%					38,118.40	38,118.40	285,228.12	13%
Electricity	6210	94,530.78	94,530.78	6,000.00	1576%			273,803.00	0%					94,530.78	94,530.78	279,803.00	34%
Telecommunications	6213	2,852.07	2,852.07	-				53,245.00	0%					2,852.07	2,852.07	53,245.00	5%
Insurance and Bonding Costs	6220	63,440.03	63,440.03	-				361,609.00	0%					63,440.03	63,440.03	361,609.00	18%
Rentals-One Time	6240	7,873.20	7,873.20	5,150.00	153%			42,500.00	0%					7,873.20	7,873.20	47,650.00	17%
Rentals-Operating Leases-Term	6241	34,151.02	34,151.02	3,754.00	910%			144,150.00	0%					34,151.02	34,151.02	147,904.00	23%
Food	6300			905,122.00	0%	176,257.76	176,257.76	-						176,257.76	176,257.76	905,122.00	19%
Non-Food	6301			52,818.00	0%	3,644.40	3,644.40	-						3,644.40	3,644.40	52,818.00	7%
Food Service Supplies	6303			24,600.00	0%	(6,608.32)	(6,608.32)	-						(6,608.32)	(6,608.32)	24,600.00	-27%
General Supplies	6310			433,683.20	0%	463,281.21	463,281.21	1,641,139.10	28%					463,281.21	463,281.21	2,074,822.30	22%
Supplies for Maintenance Opera	6311			-		10,734.22	10,734.22	93,487.00	11%					10,734.22	10,734.22	93,487.00	11%
Supp and Matl - \$1,000 to \$4,999	6312	6,710.73	6,710.73	68,598.00	10%			149,968.38	0%					6,710.73	6,710.73	218,566.38	3%
Textbooks	6330	13,035.60	13,035.60	-				4,000.00	0%					13,035.60	13,035.60	4,000.00	326%
Travel and Subsistence-Employe	6400	1,953.28	1,953.28	30,797.40	6%			1,000,688.74	0%					1,953.28	1,953.28	1,031,486.14	0%
Reclassified Transportation Ex	6403	(167.15)	(167.15)	-				-	0%					(167.15)	(167.15)	-	2%
Miscellaneous Operating Costs	6510	4,514.41	4,514.41	-				189,134.06	0%					4,514.41	4,514.41	189,134.06	2%
TOTAL CURRENT EXPENSES		228,893.97	228,893.97	4,305,073.16	5%	1,399,295.53	1,399,295.53	20,389,579.84	7%	-	-	-	-	1,628,189.50	1,628,189.50	24,694,653.00	7%
DEPRECIATION																	
TOTAL EXPENSES		228,893.97	228,893.97	4,305,073.16	5%	1,399,295.53	1,399,295.53	20,389,579.84	7%	-	-	-	-	1,628,189.50	1,628,189.50	24,694,653.00	7%
CHANGE IN NET ASSETS		(73,621.17)	(73,621.17)	189,119.84	-39%	(76,725.55)	(76,725.55)	1,906,204.16	-4%	-	-	-	-	(150,346.72)	(150,346.72)	2,095,324.00	-7%
NET ASSETS AT THE BEGINNING OF THE YEAR																	
NET ASSETS AT THE END OF THE YEAR		\$ (73,621.17)	\$ (73,621.17)	\$ 189,119.84	-39%	\$ (76,725.55)	\$ (76,725.55)	\$ 1,906,204.16	-4%	\$ -	\$ -	\$ -	\$ -	\$ (150,346.72)	\$ (150,346.72)	\$ 2,095,324.00	-7%

IDEA Florida Facilities Update

Steven Hadley, II
VP of Facilities and Construction

Florida Facilities Update: November 2nd, 2021

SITE	HIGHLIGHT	CHALLENGES	PROJECTED TCO/CO DATE
TAMPA BAY: Hope	TCO issued on July 26 CO issued October 29	Punch list and contract closeout with Summit	Full CO issued October 29, 2021
TAMPA BAY: Victory Vinik	Building completely turned over.	N/A	TCO issued on June 16, 2021 Full CO expected by July 15, 2021
TAMPA BAY: Ignite	Local support helping with zoning case.	BOCC remanded the zoning application to the zoning hearing master for reconsideration of traffic concerns. Zoning Master hearing date set for November 15. Recommending that the launch be deferred to 2023.	Summer 2023
JAX: Basset	Site cleared and contractor is working on building pad and utilities.	Compressed timeline	Phased opening with main portion ready for occupancy by July 1st, 2022
JAX: River Bluff	Contractor on board. Construction to start by 11/8.	Compressed timeline. Permitting	Phased opening with main portion ready for occupancy by July 1st, 2022

WE ARE COLLEGE BOUND



2021-22 TB PRIORITIES

GROW with QUALITY

1. Achieving Academic & Operational Excellence with Equity
2. Nurturing a Joyful, Safe & Healthy Culture
3. Advancing Diversity, Equity & Inclusion
4. Cultivating an “IDEA Cares” Community School Model
5. Anchoring in Student-Centered Financial Decision-Making

IDEA Tampa Bay: 2021-22 Q1 Report Card

Goal	PTG	Status		
A Rating	29 19 8 Region ELA 21 22 9 Victory 6 th ELA 26 17 7 Victory 6 th Math	21 13 5 Region Math 25 15 6 Hope 6 th ELA 14 8 3 Hope 6 th Math		
80% K-2 Reading On/Above Grade Level	19% Region (31% K, 13% 1st, 7% 2nd) 24% Victory (42% K, 18% 1 st , 6% 2 nd) 12% Hope (18% K, 6% 1 st , 8% 2 nd)			
80% K-2 Math On/Above Grade Level	63 55 41 Region 78 72 59 Victory K 88 81 74 Victory 1 st 40 32 17 Victory 2 nd		79 74 53 Hope K 63 50 34 Hope 1 st 27 17 6 Hope 2 nd	
100% Projected Enrollment	30.05% Region 41.92% Victory 18.17% Hope			
85% Teacher Retention 85% Employee Retention	86.11% 89.89% Region			
90% New Student Persistence	97.75% Region 97.92% Victory Academy 97.46% Hope Academy		100% Victory College Prep 97.67% Hope College Prep	
97.5% Average Daily Attendance	89.67% Region 88.52% Victory Academy 88.94% Hope Academy		90.46% Victory College Prep 94.11% Hope College Prep	

IDEA Public Schools
Florida Board of Directors Meeting
September 15, 2021
5:00 pm EST

Summary of Motions and Approvals

The Board passed a motion to approve the minutes from the July 30, 2021, business meeting.

Motion made by: Gary Chartrand
Second to motion: Christina Barker
All in favor: Motion carries unanimously.

The Board passed a motion to approve the Policy for Collaboration of Public and Private Instructional Personnel.

Motion made by: Christina Barker
Second to motion: Nock Rhodes
All in favor: Motion carries unanimously.

The Board passed a motion to approve the 2021-2022 IPS Employee Handbook.

Motion made by: Gary Chartrand
Second to motion: Christina Barker
All in favor: Motion carries unanimously.

The Board passed a motion to approve the Resolution for Signature Authority.

Motion made by: Christina Barker
Second to motion: Nick Rhodes
All in favor: Motion carries unanimously.

The Board passed a motion to approve the Resolution authorizing the First Supplement to the Master Lease for Tampa II.

Motion made by: Christina Barker
Second to motion: Nick Rhodes
All in favor: Motion carries unanimously.

The Board passed a motion to approve the Resolution authorizing the Second Supplement to the Master Lease for Jacksonville I.

Motion made by: Christina Barker
Second to motion: Nick Rhodes
All in favor: Motion carries unanimously.

The Board passed a motion to approve the Resolution authorizing the Third Supplement to the Mater Lease for Jacksonville II.

Motion made by: Gary Chartrand
Second to motion: Christina Barker
All in favor: Motion carries unanimously.

The board passed a motion to approve the consent agenda in one action item.

Motion made by: Gary Chartrand
Second to motion: Christina Barker
All in favor: Motion carries unanimously.

Board Members present: Lizzette Gonzalez Reynolds – Chair, Nick Rhodes, Christina Barker, Gary Chartrand

Staff and Contractors present: Daniel Woodring, Adam Miller, Lisa Garza, Rolando Posada, Jessica Hess, Julene Robinson, Jose Luis De Leon, Jazmine Leon-Wing, Travis Markey, Steven Hadley, II, Eric Haug, Andrew Clarence, Simaran, Bakshi, Tita Teran

Audience present: None

Meeting is called to order by Lizzette Gonzalez-Reynolds at 5:02 pm (EST)

Updates

Julene Robinson provided the Tampa update.
Jose Luis De Leon provided the Jacksonville update.
Travis Markey provided the financial update.
Steve Hadley, II provided the facilities update.

Approval of Minutes

Lizzette Gonzalez-Reynolds requested a motion to approve the minutes from the July 30, 2021, Board of Directors meeting.

Motion made by: Gary Chartrand
Second to motion made by: Christina Barker
All in favor, None Opposed.
Motion carries unanimously.

Public Comment: None

Action Item A: Approval of Policy for Collaboration of Public and Private Instructional Personnel

Adam Miller presented the procedures for the Collaboration of Public and Private

Instructional Personnel policy. Section 1003.572, Florida Statutes, was enacted to provide parents with the opportunity to enhance the education of students with disabilities in a public school. A parent can hire certain professionals to observe the student in the educational setting, collaborate with instructional personnel, and provide services in the educational setting. The proposed policy sets forth the requirements and the procedure that parents must follow, consistent with the authorizing statute. Additionally, the proposed policy incorporates the necessary forms.

Lizzette Gonzalez-Reynolds looked for a motion to approve the procedures for Collaboration of Public and Private Instructional Personnel Policy

Motion made by: Christina Barker

Second to motion: Nick Rhodes

All in favor, None Opposed.

Motion carries unanimously.

Action Item B: Approval of the 2021-22 IPS Employee Handbook

Adam Miller presented the 2021-22 IPS Employee handbook for approval. The draft employee handbook contains information about IPS Enterprises' employment policies and practices. He further indicated they have designed the employment policies and practices not only to comply with federal and state employment laws, but also to attract, develop, and reward talented educators, administrators, support staff, and leaders. The handbook supersedes all previously issued handbooks and is a valuable reference for employees to help them understand their roles, responsibilities, and expectations. Each employee is expected to read this handbook carefully and know and abide by the policies outlined. The handbook includes provisions relating to equal employment opportunity, fingerprinting and background checks, reporting misconduct, qualifications, personnel records, performance appraisals and more. Additionally, the handbook describes employee benefits, compensation, and leave policies.

Lizzette Gonzalez-Reynolds looked for a motion to approve the 2021-22 IPS Employee Handbook.

Motion made by: Gary Chartrand

Second to motion: Christina Barker

All in favor, None Opposed.

Motion carries unanimously.

Action Item C: Signature Authority Resolution

Adam Miller presented the Resolution for signature authority. The resolution provides that when the IDEA Florida Board has voted to approve contracts or agreements or has approved purchases by adopting the approved annual budget, thereby approving purchases authorized

in the approved budget, the Board Secretary and Board Treasurer are authorized signatories. Additionally, the person holding the position of IPS Enterprises Inc. Controller and the person holding the position as IPS Enterprises Inc. Director of Board Relations and Governance are authorized to sign and execute contracts and agreements on behalf of IDEA Florida, except for contracts where IPS Enterprises, Inc. or IDEA Public Schools Texas is a party to the contract.

Lizzette Gonzalez-Reynolds looked for a motion to approve the Resolution for Signature Authority

Motion made by: Christina Barker

Second to motion: Nick Rhodes

All in favor, None Opposed.

Motion carries unanimously.

Action Item D: Resolution Authorizing First Supplement to Master Lease for Tampa II

Adam Miller presented this item. IPS has determined that, after receipt of higher than expected construction bids for certain other IDEA projects in the state of Florida and a limit on aggregate borrowing capacity for IPS from Lender in the State, it is in the best interest of IPS to amend the Original Senior Loan and the Master Lease in order to reduce the loan amount borrowed from Lender for the Tampa II Project; which reduced funding amount for the purpose of paying the costs of the Tampa II Project shall not exceed \$1,500,000, and which aggregate loan amount for the Tampa II Project, including the Amended Senior Loan and any subordinate loan, will not exceed \$26,500,000, together with the Amended Senior Loan, the Amended Tampa II Financing.

Lizzette Gonzalez-Reynolds looked for a motion to approve the Resolution authorizing the First Supplement to the Master Lease for Tampa II.

Motion made by: Christina Barker

Second to motion: Nick Rhodes

All in favor, None Opposed.

Motion carries unanimously.

Action Item E: Resolution Authorizing Second Supplement to Master Lease for Jacksonville I

Adam Miller presented the item. IPS has determined that, after receipt of higher than expected construction bids for the Jacksonville I Project, it is in the best interest of IPS to amend the Original Senior Loan (Amended Senior Loan) and the Master Lease in order to provide the additional funding necessary to complete the Jacksonville I Project; which additional funding amount shall not exceed \$3,500,000 for an amended aggregate maximum amount not to exceed \$28,500,000, together with the Amended Senior Loan, the Amended

Jacksonville I Financing.

Lizzette Gonzalez-Reynolds looked for a motion to approve the Resolution authorizing the Second Supplement to the Master Lease Jacksonville I.

Motion made by: Christina Barker

Second to motion: Nick Rhodes

All in favor, None Opposed.

Motion carries unanimously.

Action Item F: Resolution Authorizing Third Supplement to Master Lease for Jacksonville II

Adam Miller presented this item. IPS has determined that, after receipt of higher than expected construction bids for the Jacksonville II Project, it is in the best interest of IPS to amend the Original Senior Loan (Amended Senior Loan) and the Master Lease in order to provide the additional funding necessary to complete the Jacksonville II Project; which additional funding amount shall not exceed \$2,200,000 for an amended aggregate maximum amount not to exceed \$27,200,000, together with the Amended Senior Loan, the "Amended Jacksonville II Financing.

Lizzette Gonzalez-Reynolds looked for a motion to approve the Resolution authorizing the Third Supplement to the Master Lease Jacksonville II.

Motion made by: Nick Rhodes

Second to motion: Gary Chartrand

All in favor, None Opposed.

Motion carries unanimously.

Action Item: Consent Agenda

Chair Gonzalez-Reynolds introduced the item and asked for a motion to approve the consent agenda in one item.

4. Consent Agenda

A. Ratification of COVID Sick Leave Policy for IDEA Florida Employees

B. Contract Renewal: RSA Consulting

Motion made by: Gary Chartrand

Second to motion: Christina Barker

All in favor, None Opposed.

Motion carries unanimously.

Member Comment: None.

Adjourn

Meeting was adjourned at 5:59 pm EST.

I certify that the foregoing are the true and correct minutes of the meeting of the Board of Directors of IDEA Florida held on September 15, 2021.

Nick Rhodes, Board Secretary

Date

DRAFT

**IDEA Florida
Board Action Item
November 9, 2021**

Subject: Recommendation for IDEA Ignite

Proposed Board Action: For Approval

Executive Summary:

Due to unanticipated and unforeseeable delays related to the acquisition of land for IDEA Ignite, the timing of final closing and rezoning will result in projected construction completion beyond August 2022. IDEA staff have reviewed multiple options including portables and incubation but have determined that deferring the launch until 2023 is in the best interest of students and families. Therefore, staff requests board approval of recommendation and authorize staff to provide necessary notifications.

Supporting Documentation: NA

Presenter: Julene Robinson, Executive Director, IDEA Tampa Bay

**IDEA Florida
Board Action Item
November 9, 2021**

Subject: Employment agreement for Florida Professional for the 2021-22 School Year

Proposed Board Action: For Approval

Executive Summary:

Julene Robinson, Executive Director of IDEA Tampa Bay, proposes a professional employment agreement for Marc Sachse.

Marc has been an educator serving in the communities of Miami in Florida, and in Brooklyn, Harlem and the Bronx in New York City. Marc is a proud graduate of the University of South Florida where he earned a BS in Interpersonal Communication. He began his teaching career in Miami as a Biology teacher, teaching Sciences up to AP Environmental Science. Moving to New York City Marc was able to serve as middle school math and science teacher, and eventually moved into leadership in 2015 as an Assistant Principal at Success Academy Charter School. In his role as an Assistant Principal, he led his school community to consistently having over 95% of his school pass the state math exam performing in the top 1% of the state. Additionally, Marc was able to lead his 8th grade scholars to earn 100% passing on both the 9th grade Algebra and Environmental Science exams. He loves seeing scholars be successful both in and out of the classroom.

Supporting Documentation: Resume

Presenter: Julene Robinson, Executive Director, IDEA Tampa Bay

Marc A. Sachse
1512 E. 12th Avenue Unit 219
Tampa FL, 33605
Marc.sachse@ideapublicschools.org
(941) 320 – 1951

EDUCATION

(2005-2009) UNIVERSITY OF SOUTH FLORIDA TAMPA, FL

Bachelor of Arts in Communication, December 2009 Cumulative GPA of 3.7^[L]_[SEP]

Member of Zeta Beta Tau Fraternity^[L]_[SEP]

President of Zeta Beta Tau, September 2008

Member of Phi Kappa Phi Honor Society

Member of Golden Key International Honor Society

(2013-2015) RELAY GRADUATE SCHOOL OF EDUCATION NEW YORK, NY

Master's in education – Teaching, June 2015 earning certification in Middle Grades 5 – 9, focus in secondary Mathematics and Science Education Cumulative GPA of 3.7

EXPERIENCE

(2021 – Present) IDEA Public Charter School – IDEA Ignite

Serving as the Founding Principal for Tampa's third College Prep Campus

- Designed a plan to recruit the founding class of 6th grade students.
- Researched and developed a plan to both learn about the community and plan a school vision that will fully integrate into the community.
- Supported an Assistant Principal of Operations as she lead her team to plan and execute events to engage families.

(2020 – 2021) IDEA Public Charter School – Weslaco College Prep/Oscar Dunn Academy and College Prep.

Serving as a Principal in Residence for campuses both in Weslaco Texas and in New Orleans Louisiana.

- Managed teachers across contents in both Middle and High School to support students to and through college, including Advanced Placement course work.
- Supported Critical Student Intervention by utilizing staff, structures, and systems to support struggling students.

(2017 - 2020) Success Academies Charter School – Harlem West

Serving as an Assistant Principal that managed a 5-8 Math and Science program supporting 15 teachers.

- Managed both Math and Science pushing teachers to create an urgent and purposeful culture where they lead scholars to mastery at the top 1% of the state.
- My 8th grade math, 5th grade math, 7th grade math, 7th grade science and 5th grade science teachers perform at the top of our internal rigorous network assessments.
- Managed families and culture data with 97% of students and families on time and present for school.

(2015 - 2017) Success Academies Charter School - Harlem North West

Serving as a 7th grade Math Teacher that ran inquiry-based math while supporting their problem-solving skills and habits of disciplined Math Mathematics.

- Lead 86 scholars to academic mastery in a rigorous level of mathematics using predominantly student-centered learning.
- Wrote IEPs for the scholars in my homeroom and assisted in assuring that their academic needs were being met in all academic classes
- Worked with scholars, families, and team members to lead scholars to ambitious and feasible goals.

(2014 - 2015) Success Academies Harlem North West

Serving as 6th grade Physical Science Teacher that ran inquiry-based science utilizing daily labs with High School caliber curriculum.

- Lead 86 scholars to academic mastery in a rigorous level of inquiry-based science.
- Worked with several homerooms to help repair culture and set students up for success.
- Worked with scholars, families, and team members to lead scholars to ambitious and feasible goals.

(2013-2014) ACHIEVEMENT FIRST UNIVERSITY PREP

Served as the Dean of Special Services managing the services, providers, and funding for the entirety of the Special Education Department

- Managed a caseload of 12 students with IEPs
- Developed and maintained relationships with Committee on Special Education
- Worked with scholars, families, and team members to lead scholars to ambitious and feasible goals.
- Created and managed a school-wide plan for reading fluency leading students at least 1.5 years of reading growth.

(2013-2014) ACHIEVEMENT FIRST UNIVERSITY PREP

Served as a co-teacher in Math and Physics

- Worked with two teachers to plan and execute rigorous lesson plans
- Assisted in differentiating the material and content to meet all learners' needs.
- Tracked and utilized data to make strategic decisions on how to best push the students toward benchmark mastery.

(2010-2013) MIAMI EDISON SENIOR HIGH SCHOOL MIAMI, FL

Serving as a Biology and AP Environmental Science teacher. (2010 -2011)

Serving as a English 1 and English 1 Honors teacher (2011-2013)

- Planning Daily and Unit Lessons
- Classroom regarded as exemplary for Positive Behavior Management by Miami-Dade County Public Schools.
- Lead students to academic mastery in science and reading
- Project Rise Mini-Grant Coordinator

(2010-2012) TEACH FOR AMERICA MIAMI, FL

Committed to teach in Miami-Dade County Public Schools as a member of the highly selective national service corps of professionals and recent college graduates of all academic majors. One of a corps of 4,500 selected to be a member of the 2010 program that received more than 46,000 applicants for the 2010 corps.

- Corps Advisory Board Member (2010-2011)
- Transition Team Leader (Fall 2011)

SKILLS AND INTEREST

Enjoy theatre and fiction novels. Volunteer to raise awareness for local charities and organizations.

**IDEA Florida
Board Action Item
November 9, 2021**

Subject: Agreement with Relay Graduate School of Education (Relay)

Proposed Board Action: For Approval

Executive Summary:

Relay is a national, accredited graduate school of education that provides state approved teacher certification and master's coursework leading to a state teaching credential and Master of Arts in Teaching degree. The proposed agreement will result in a partnership between Relay and IDEA Florida to prepare high-quality teachers to teach in IDEA Florida schools, and will include options such as the Relay Teacher Residency, Alternative Route to Certification program, Master of Arts in Teaching program and Teaching Exceptional learners program.

The term of the agreement is three years and includes projected costs for 12 teachers not to exceed \$92,000.

Supporting Documentation: Proposed Relay Agreement **Presenter:** Ann Heller, Director of Teacher Residency, IDEA Public Schools



CONTRACT REQUEST FORM

New contract (Check one)
 Renewal

New vendor (Check one)
 Existing vendor

Date 9/2/21

Requester Name and Title Blanca Carrillo, TSL Federal Grant Manager

Campus/Department 6300 Talent Development

Organization IDEA Florida, Inc *Select one from the drop down menu*

Vendor Name Relay Graduate School of Education Vendor No. _____

CO-OP Member Yes No If YES, which one _____

Vendor is a former employee Yes No If YES, last day of employment _____

Description of services

Participants in the program are Relay Residents (Idea teachers) in Year 1 that complete a two-year graduate program with the Relay Graduate School of Education.

Contract terms Start date 07/01/2021 End date 06/30/23

Amount \$91,800

Fund Source 4312-6150-000-6300-11-11-0000-DISC-RLAY
(Account string)

Section I. Are you using State/Philanthropic funds for this purchase? Yes No
If yes, please do not fill out Section II.

Section II. If using Federal/Grant funds, please refer to the threshold below:

Please note if a co-op vendor used at any stage, it automatically satisfies all criteria for federal funds regardless of threshold.

Is this a Micro Purchase? Yes
(\$1 - \$10,000) No

Is this a Small Purchase? Yes If YES, 2 quotes are required. (Please include vendor and amount on your quotes)
(\$10,001 - \$249,999) No Vendor/Quote 1 _____
Vendor/Quote 2 _____

Is this Purchase >\$250,000? Yes If YES, BID/RFP required
 No RFP# _____
Award Letter _____

Section III. Board approval required? Yes No If YES, provide date of approval 11/09/21
(If amount is >\$250,000 and not a co-op vendor, or is not originally approved during the budget process)

If YES, provide the reason and date needed by

Section IV. Urgent request Yes No **There are multiple Relay contracts for multiple regions and I overlooked this one.**

Management approval Ann Heller Name and Title Ann Heller, Director of Teacher Residency

PARTNER AGREEMENT

This PARTNERSHIP AGREEMENT (the “**Agreement**”) dated September 15, 2021 (the “**Effective Date**”) is made and entered into by and between IDEA Florida Inc. (“**Partner**”) and Relay Graduate School of Education (“**Relay**”) (each a “**Party**” and collectively the “**Parties**”).

Partner and Relay intend to prepare high quality teachers to teach in partner school(s). Relay and Partner share a mutual vision for how world class teacher preparation can directly lead to improved PK-12 student academic outcomes; and
Partner is a school committed to providing excellent instruction to PK-12 students;
and

Relay is a national, accredited graduate school of education that provides state-approved teacher certification and master’s coursework leading to a state teaching credential and Master of Arts in Teaching degree; and

Relay and Partner will work together to prepare teachers, which may include one or more of the following teacher preparation programs: The Relay Teaching Residency, Alternative Route to Certification program, Master of Arts in Teaching Program, and/or Teaching Exceptional Learners program.

So, the Parties agree as follows:

1. **Relay’s Obligations and Entitlements**

- 1.1. **Admissions & Enrollment**: Relay will determine eligibility for admissions and enrollment and reserves the right to deny partner candidates admissions if candidates do not meet Relay’s admissions requirements. Admissions & Enrollment requirements may vary by program and state and can be found in the Student Handbook, linked as [Appendix A](#).
- 1.2. **Program Delivery**: Relay will deliver instructional Programs that are designed to prepare teachers and school leaders to provide excellent class instruction for PK-12 students. A list of Relay’s courses can be found in the Student Handbook, linked as [Appendix A](#).
- 1.3. **Certification & Degree Completion**: Where applicable, Relay will communicate certification requirements, provide the required coursework, maintain certification paperwork, and recommend candidates for certification when they meet requirements for certification. Partner acknowledges that the Relay program is only one component of obtaining state certification and, ultimately, the attainment of certification is under the purview of the state regulatory body. Relay will grant degrees to candidates who successfully complete coursework toward the M.A.T.

degree and fulfil all obligations to Relay. Certification requirements can be found in Relay's Student Handbook and Program Guide, linked as [Appendix A](#).

- 1.4. Partnership Operations: Relay will assign a point person to be the primary point of contact with Partner. Relay will provide regular updates regarding candidate progress in the program.

2. **Partner's Obligations and Entitlements**

- 2.1. Admissions & Enrollment: Partner will identify candidates that meet Relay's admissions and enrollment requirements. Partners will work to identify an accurate number of candidates for Relay's programs, which begin a new cohort each summer, by January of each academic year prior to enrollment, to inform Relay's program planning and delivery. If a Partner is using Relay's recruitment services, enrollment targets are due a year in advance, in August, to give a full year to the recruitment and enrollment process.
- 2.2. Employer-Employee Relationship: Partner will be responsible for compensating students with a full-time salary and benefits package comparable to other novice teachers in their city of residence. Partner acknowledges and understands there is no employment relationship between Relay and students, unless mutually agreed to between Relay and student(s) in a separate written contract.
- 2.3. Program Delivery: Partner will support students to the extent reasonable in completing their Relay course requirements and program obligations (e.g. completing assessments, certification exams, or AmeriCorps paperwork).
- 2.4. Partner understands and acknowledges that if students fail to meet Relay's academic requirements, students may be dismissed from Relay, which might mean losing their teaching certification.
- 2.5. Partner will sign the School Authorization Form and abide by the terms of Sections 6 and 7 of this Agreement. A copy of this form is linked as [Appendix B](#).
- 2.6. Partner will permit students to videotape in their PK-12 classroom and/or record virtual instruction throughout their enrollment in the program, for purposes of improving their effectiveness at delivering high quality instruction. Partner will assist Students in obtaining all required media releases if necessary.
- 2.7. ***Relay Residency Program Partner Agreements***
 - 2.7.1. Partner will assign a Resident Advisor to Residents (if the Partner has Residents) that meets state requirements for mentor or supervising teachers, if applicable.
 - 2.7.2. Partner agrees to release Residents from school-based duties for Deliberate Practice sessions once per week for 3 hours.
 - 2.7.3. We strongly recommend that a Partner does not hire Residents to fill Lead Teaching roles during the first year of the Residency program.

- 2.7.4. The mutual goal of the Residency program is for Resident teachers to become lead teachers within a Partner school at the beginning of the second year. While the Partner is not required to hire all Residents into lead teacher roles prior to Year 2 of the program, the Partner is responsible for timely communication to Relay and Residents about their intent to hire a Resident into full-time teaching roles and to create a fair and transparent process for hiring.
- 2.7.5. Additional information regarding the implementation of the Relay Residency program can be found in the Partner Implementation Guide attached as [Appendix C](#).

3. **Partnership Operations**: Partner will designate a person who will be authorized to give approvals and consents on Partner’s behalf for purposes of this Agreement (“**Partner Designee**”). Relay will deal primarily with the Partner Designee in connection with such matters. The Partner Designee will attend regular meetings with Relay to assess the progression of the partnership.

4. **Tuition, Fees & Payment**

- 4.1. Partner understands that students (or Partner on behalf of students, if Partner has opted in to tuition sponsorship) are responsible for all tuition and certification fees. Partner understands that students may be removed from the program for failure to pay tuition, and that students (and Partner, if Partner has opted in to tuition sponsorship) must abide by the terms and conditions of tuition and financial aid outlined in all relevant documents such as the Student Handbook, Enrollment Agreement, and Financial Aid Letter.
- 4.2. Partner understands and acknowledges that Relay charges students an annual tuition amount for the cohort entering each school year, and that the amount may change each year. The amount of tuition will be communicated annually by [Exhibit A](#). If Partner has opted into tuition sponsorship, Partner and Relay agree that Partner may choose to terminate this Agreement, with 60 days of notice in advance of the then-current Term (in accordance with Section 8), if Partner does not agree to the annual tuition in [Exhibit A](#).
- 4.3. If Partner elects to pay tuition directly to Relay on behalf of students, Partner will execute a separate Tuition Sponsor Agreement indicating the number and amount of student tuition that will be sponsored. In no event shall Partner be responsible for tuition of any student unless it has signed an applicable Tuition Sponsor Agreement.

5. **AmeriCorps**: The Relay Teaching Residency is an AmeriCorps program. Relay requires that all eligible students at Partner school(s) apply to become AmeriCorps members.

Partner agrees to serve as an AmeriCorps host site for the Relay Teaching Residency Program. [Appendix D](#) serves as the AmeriCorps Service Site Agreement. Partner agrees to abide by the program regulations as listed in the Service Site Agreement, and sign the MOU acknowledging that AmeriCorps member(s) serve at their school before a student can be enrolled in the AmeriCorps program. Partner acknowledges that in rare instances students may have AmeriCorps state-mandated service events that may require them to report to a different service site. Additionally, Partner agrees to furnish copies of background checks or a signed memorandum confirming they have conducted and reviewed background checks for their teacher(s) if requested by Relay.

6. Student Data:

- 6.1. Partner agrees to provide PK-12 achievement data to Relay while Student Teachers are employed at Partner school, for purposes of longitudinal student achievement assessment. In doing so, Partner will comply by FERPA, New York Education Law Section 2-D and all other relevant data privacy laws. Partner will abide by terms of the Data Use Agreement, as attached as [Appendix E](#).
- 6.2. Under certain Programs, by and between Partner and Relay, Relay will have access to and/or store on its servers educational records and personally identifiable information of graduate students who have registered with Relay as well as de-identified records PK-12 students who attend the Partner schools (“**Student Information**”), as to which Relay and Partner may have certain obligations under the FERPA, New York Education Law Section 2-D and its supporting regulations.
- 6.3. Partner acknowledges and agrees that Relay may collect and maintain Student Information, including statistics, as permitted under this Agreement, the Data Use Agreement and any applicable Program, in a form that does not specifically identify any Partner or any individual (“**Anonymous Usage Information**”). Relay shall be free to use and disclose Anonymous Usage Information for the purposes of improving Relay’s products and services and Relay’s other business purposes, both during and the after the Termination Date, to the extent permitted by law.
- 6.4. Relay is under the direct control of Partner with respect to Personally Identifiable Information, as defined under FERPA and New York Education Law Section 2-D, from Partner.
- 6.5. Relay is subject to and will comply with all FERPA and New York Education Law Section 2-D requirements governing the use and redisclosure of Personally Identifiable Information from Partner, including without limitation the requirements of 34 CFR § 99.33(a).
- 6.6. Relay will not use or disclose any Personally Identifiable Information from a Partner except as permitted by this Agreement or the Programs, as permitted by law, or as otherwise authorized by Partner in writing.

6.7. Relay will store and process Student Information in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Student Information from unauthorized access, disclosure and use. If Relay experiences a security breach concerning any Student's Information, Relay will promptly notify Partner and take commercially reasonable steps to limit and mitigate such security breach.

7. **Intellectual Property:**

7.1. Partner acknowledges and agrees that Relay shall be the sole and exclusive owner of The Relay Teaching Residency, Alternative Route to Certification program, Master of Arts in Teaching program, Teaching Exceptional Learners program and any other programs (collectively, the "**Programs**") provided under this Agreement and any other inventions, works or other materials that are created, conceived or reduced to practice by Relay in connection with the this Agreement, together with all intellectual property rights embodied therein (collectively, the "**Relay IP**").

7.2. Except as otherwise set forth in this Agreement, the school and its teachers and students shall not have any ownership, license or other interest in any Relay IP. Relay hereby grants the school and its teachers and students a limited and non-exclusive license to use the Relay IP solely for non-commercial and educational use while enrolled in the Programs under this agreement.

8. **Term and Termination:**

8.1. This Agreement together with the its appendices and schedules (a) represents the entire understanding between the Parties with respect to its subject matter and (b) supersedes all contemporaneous and previous statements, representations, agreements, and understandings between the parties, whether oral, written, or otherwise memorialized, that relate to the subject matter of this Agreement. All prior agreements, understandings, representations, warranties, and negotiations between the Parties about the subject matter of this Agreement shall merge into the Agreement.

8.2. The term of this Agreement begins on the Effective Date and will continue for a period of **three (3) years** unless earlier terminated in accordance with this Section 8 (the "**Initial Term**"). Unless earlier terminated, this Agreement will automatically renew upon conclusion of the Initial Term for consecutive one (1) year terms (each, a "**Renewal Term**" and collectively with the Initial Term, the "**Term**"), unless either party notifies the other party of its intent not to renew at least sixty (60) days prior to the then-current Term.

8.3. In the event of a material breach of this Agreement by a Party, the other Party may terminate this Agreement by giving thirty (30) days' prior, written notice to the breaching Party; provided, however, that this Agreement will not terminate if the

breaching Party has cured the breach before the expiration of such thirty (30) day period. In addition, either Party may terminate this Agreement: (i) immediately upon notice if the other Party files a petition for bankruptcy, is adjudicated bankrupt, is insolvent, makes an assignment for the benefit of creditors, or enters into an agreement with its creditors pursuant to other bankruptcy law, or if a petition for bankruptcy is filed against the other Party and such petition is not dismissed within forty-five (45) days after the notice is provided.

8.4. If this Agreement is terminated under Section 8.3, all applicable Programs in which Partner is a party will terminate contemporaneously therewith. If Programs, in which Partner is a party, expires or is terminated, then this Agreement will remain in effect (unless and until terminated in accordance with Section 8.3) with respect to any Programs that remain in effect (the “**Surviving Agreements**”). Upon any termination of this Agreement and/or any termination or expiration of an Program, the following provisions will apply (except with respect to any Surviving Agreements):

8.4.1.1. Partner will pay Relay for any amounts payable hereunder for services actually performed by Relay (provided such services were not the subject of a termination by Partner for cause), or Program fees actually incurred, as of and through the effective date of such termination or expiration;

8.4.1.2. Except as otherwise expressly provided in this Agreement, all rights and licenses granted hereunder by either Party to the other Party with the exception of Partner’s license to use Relay IP, will immediately cease, including, but not limited to, all use by Partner of Relay IP and New IP; and

8.4.1.3. Each Party will either return to the other Party or provide the other Party with written certification of the destruction of all documents, computer files and other materials containing any Confidential Information (as defined below) of such other Party that are in the first Party’s possession or control.

9. **Other Terms & Conditions**

9.1. **Modifications and Waivers.** No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Partner and by an authorized representative of Relay. No failure by Relay to insist upon the strict performance of any term, covenant, agreement or provision of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by Relay of services during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision.

- 9.2. **Entire Agreement.** No other agreements, representations or understandings (whether oral or written) which are not expressly set forth in this Agreement have been made or entered into by either Party with respect to the subject matter of this Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.
- 9.3. **Confidentiality.** The Parties acknowledge that, during the term of this Agreement, they will disclose certain Confidential Information to each other. For purposes of this provision, Confidential Information shall include but not be limited to personal and educational information about the students attending Partner schools as well as the students of Relay, and proprietary information about Relay operations and business plans not readily available to the public. Confidential Information shall include information covered by other provisions of this Agreement and information protected by federal, state and local law, including FERPA. Each Party agrees that neither it nor its employees shall disclose or use Confidential Information except as strictly necessary to perform the obligations under this Agreement. Each Party shall protect the other Party's Confidential Information using the same standard of care it uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care.
- 9.4. **Indemnity.** To the extent permitted by law, the Parties agree to indemnify, defend and hold harmless each other, and their respective successors, assigns, trustees, directors, officers, employees, agents and students from and against all actions, causes of action, claim, losses, and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities whatsoever (including attorneys' fees), whether known or unknown, present or future, that arise from or are connected with the provision of services under this Agreement, except as to those acts, errors and omissions that are due to the sole negligence of the party to be indemnified.
- 9.5. **Severability.** If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is possible.
- 9.6. **Non-Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either Party without the prior written consent of the other Party, and any such assignment that is not consented to shall be null and void.

- 9.7. **Independent Parties.** The Parties are independent contractors and do not intend that any agency, partnership, joint venture, or exclusive relationship is created between the Parties by this Agreement.
- 9.8. **Construction.** The headings of sections contained in this Agreement are for convenience only, and they do not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.
- 9.9. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the substantive laws of the State of New York applicable to agreements made and wholly to be performed in the State of New York without recourse to any principles of choice of laws; and the federal and state courts located in New York County shall have sole and exclusive jurisdiction to construe and enforce the Agreement.
- 9.10. **Compliance with the Law.** Partner and Relay shall comply with the applicable federal, state and local laws and regulations governing the respective Parties, including without limitation, FERPA, civil rights and non-discrimination, and mandatory reporting of child abuse. In the event that either Party learns of a potential or actual lack of meaningful compliance, the Party shall give notice to the other Party promptly and work to achieve compliance.
- 9.11. **Dispute Resolution.** Any dispute or controversy between the Partner and Relay arising out of or in connection with this Agreement can be resolved through binding arbitration by the agreement of the Parties instead of litigation. The Parties will commence the arbitration through the general Arbitration Rules of the American Arbitration Association then in effect (the “Rules”) in New York County or, at the agreement of the Parties a similar dispute resolution company. The Parties shall share the cost of arbitration and each Party shall be responsible for their respective lawyers’ fees and costs. Notwithstanding the foregoing sentence, the Parties mutually agree that they shall, before commencing any arbitration or litigation, disclose the facts and matters relevant to the subject matter of such dispute, claim or controversy to the other Party and endeavor in good faith to discuss the matter and seek a mutual resolution among the Parties so as to avoid an adversarial proceeding. Each Party shall identify a person who is to be notified in the event of a dispute and who shall be responsible for seeking to comply with the intent of this provision.
- 9.12. **Notice.** Any notice, demand, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered to the address of an appropriate representative of such Party.

[Remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Relay Graduate School of Education	IDEA Public Schools
Signature	Signature
Mayme Hostetter Print Name	Print Name
President Title	Title
<u>XXX</u> Date	Date

[Appendix A - Student Handbook/Program Guide](#)

[Appendix B: School Authorization Form](#)

[Appendix C: Relay Teaching Residency Partner Implementation Guide](#)

[Appendix D: AmeriCorps Service Site Agreement](#)

[Appendix E: Data Use Agreement](#)

[Exhibit A: Annual Tuition](#)

TUITION SPONSOR AGREEMENT

Academic Year 2021-2023

This Agreement serves to formalize a partnership between IDEA Florida, Inc (“Sponsor”) and Relay Graduate School of Education (“Relay”) (each a “Party” and collectively the “Parties”), effective on date of signature (the “Effective Date”) through and including June 30, 2023

Sponsor Commitments

A. Payment - Sponsor agrees to pay full or partial tuition for students who attend Relay, per the amounts listed in Student Roster, included as Exhibit A.

1. Payment Methods - Sponsor payments can be made by check, cashier’s check, money order, or wire transfer drawn on U.S. funds. To ensure proper credit, provide the invoice number with your payment. When paying by mail, please remit your

**Relay Graduate School of Education C/o Partner Billing
25 Broadway, 3rd Floor
New York, NY 10004**

2. Electronic Funds Transfer - To set up wiring information, Sponsor may contact Relay at partnerbilling@relay.edu. Please note that banks may charge you a service to initiate the wire transfer, Relay does not cover those wire fees, they are in addition to the amount invoiced.

B. Payment Dates - Sponsor payments will be due within 30 days of issuance of invoice. Sponsor acknowledges and understands that if payments are not made within that time, students covered by this Agreement may be unable to remain enrolled at Relay for the upcoming term, graduate, and/or receive transcripts or diplomas.

C. Relay Refund Calendar - Sponsor acknowledges and understands that payment charges and obligations will follow the Relay Refund Calendars, listed below. Sponsor obligations are not impacted or dependent on sponsored students' attendance, grades, performance, and/or continuation of other financial aid. Sponsor acknowledges and understands that Academic Year 22-23 dates are based on best-available current information, though are subject to change. Finalized date for Academic Year 22-23 can

Academic Year 21-22 Relay Refund Calendar

Summer 2021 Term	
100% refund	Withdraw on or before 08/02/2021
50% refund	Withdraw on or before 08/16/2021
0% refund	Withdraw after 08/16/2021
Fall 2021 Term	
100% refund	Withdraw on or before 10/5/2021
50% refund	Withdraw on or before 10/15/2021
0% refund	Withdraw after 10/15/2021
Spring 2022 Term	
100% refund	Withdraw on or before 02/15/2022
50% refund	Withdraw on or before 03/01/2022
0% refund	Withdraw after 03/01/2022

Academic Year 22-23 Relay Refund Calendar (tentative)

Summer 2022 Term	
100% refund	Withdraw on or before 08/02/2022
50% refund	Withdraw on or before 08/16/2022
0% refund	Withdraw after 08/16/2022
Fall 2022 Term	
100% refund	Withdraw on or before 10/5/2022
50% refund	Withdraw on or before 10/15/2022
0% refund	Withdraw after 10/15/2022
Spring 2023 Term	
100% refund	Withdraw on or before 02/15/2023
50% refund	Withdraw on or before 03/01/2023
0% refund	Withdraw after 03/01/2023

Relay Commitments

A. Invoice Delivery - Relay agrees to issue invoices each term on or after the 0% refund date noted above in the Relay Refund Calendar. Relay may provide this invoice as early as 10 business days after the 0% refund date, though it may take up to 60 business days.

B. Students who withdraw from Relay - Relay will review student enrollment status and school placement before the 100% refund date to ensure accurate billing to the Sponsor. In the event Sponsor is billed erroneously, Relay will work in good faith with Sponsor to determine an appropriate refund or credit memo for future invoice.

C. Students who leave Sponsor - If a student has left employment at Sponsor but remains a Relay student, Relay will work in good faith with Sponsor to provide an appropriate refund or credit, in accordance with the Relay Refund Calendar.

D. Data Authorization - Relay will obtain or has obtained appropriate authorization from the relevant students to release necessary financial information to Sponsor for purposes of invoicing per this Agreement.

E. Questions and Support - Relay will remain available to answer questions and provide to Sponsor to resolve payment of these invoices.

General Provisions

- A. This Agreement shall commence as of the Effective Date and will continue in effect until the Termination Date, except that either Party may terminate the Agreement at any time on thirty (30) days prior written notice to the other Party with or without cause. If either Party terminates Agreement under this provision, payments remain due for services performed.
- B. Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the other Party does not cure such breach within ten business days after receipt of written notice of such breach.
- C. This Agreement shall be governed by the laws of the State of New York, without regard to conflicts of law rules, with venue taking place in the exclusive jurisdiction of the state or federal courts located in New York, NY.
- D. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- E. This Agreement shall constitute the entire agreement between the Parties and no variance or modification thereof shall be valid and enforceable except by a supplemental written instrument executed by both of the Parties.
- F. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.
- G. Partner and Relay agree to indemnify, defend, and hold harmless each other and their respective officers, directors, and employees from any claims, losses, liabilities, damages, or expenses which are incurred by reason of the negligence or breach of this Agreement by the indemnifying Party.

H. The Parties acknowledge that, during the term of this Agreement, they will disclose certain Confidential Information to each other. Each Party agrees that neither it nor its employees shall disclose or use Confidential Information except as strictly necessary to perform the work governed by this Agreement. Each Party shall protect the other Party's Confidential Information using the same standard of care it uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care. This provision survives termination of the Agreement.

I. All notice or demand required or permitted to be given under this Agreement shall be in writing and delivered to an appropriate representative of the other Party.

IN WITNESS WHEREOF, the Parties by their duly authorized officer hereto intending to be bound have executed this Agreement as of the Effective Date.

RELAY GRADUATE SCHOOL OF EDUCATION

SPONSOR

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Student Billing ID	Student First Name	Student Last Name		Residency Status	Summer 2021 Contribution	Fall 2021 Contribution	Spring 2022 Contribution	Summer 2022 Contribution	Fall 2022 Contribution	Spring 2023 Contribution
125028	Amira	Douglas	Online MAT CO2023 (Entering Summer 2021)	Residency	\$ 900.00	\$ 1,800.00	\$ 1,800.00	\$ 900.00	\$ 1,800.00	\$ 1,800.00
125680	David	Magallanez	Online MAT CO2023 (Entering Summer 2021)	Residency	\$ 900.00	\$ 1,800.00	\$ 1,800.00	\$ 900.00	\$ 1,800.00	\$ 1,800.00
124791	Jaymie	Dietz	Online MAT CO2023 (Entering Summer 2021)	Residency	\$ 900.00	\$ 1,800.00	\$ 1,800.00	\$ 900.00	\$ 1,800.00	\$ 1,800.00
126023	Joshua	De Leon	Online MAT CO2023 (Entering Summer 2021)	Residency	\$ 900.00	\$ 1,800.00	\$ 1,800.00	\$ 900.00	\$ 1,800.00	\$ 1,800.00
124798	Kaitlyn	Randall	Online MAT CO2023 (Entering Summer 2021)	Residency	\$ 900.00	\$ 1,800.00	\$ 1,800.00	\$ 900.00	\$ 1,800.00	\$ 1,800.00
999999	Kayla	Sims	Online MAT CO2023 (Entering Summer 2021)	Residency	\$ 900.00	\$ 1,800.00	\$ 1,800.00	\$ 900.00	\$ 1,800.00	\$ 1,800.00
124757	Kelvin	Coley	Online MAT CO2023 (Entering Summer 2021)	Residency	\$ 900.00	\$ 1,800.00	\$ 1,800.00	\$ 900.00	\$ 1,800.00	\$ 1,800.00
125908	Kree	Clark	Online MAT CO2023 (Entering Summer 2021)	Residency	\$ 900.00	\$ 1,800.00	\$ 1,800.00	\$ 900.00	\$ 1,800.00	\$ 1,800.00
124824	Ronegeline	Francois	Online MAT CO2023 (Entering Summer 2021)	Residency	\$ 900.00	\$ 1,800.00	\$ 1,800.00	\$ 900.00	\$ 1,800.00	\$ 1,800.00
125649	Johnesha	Curry	Online MAT CO2023 (Entering Summer 2021)	Residency	\$ 900.00					
125669	Luis	Casiano	Online MAT CO2023 (Entering Summer 2021)	Residency	\$ 900.00					
999999	Shirann	Jordan-Myers	Online MAT CO2023 (Entering Summer 2021)	Residency	\$ 900.00	\$ 1,800.00	\$ 1,800.00	\$ 900.00	\$ 1,800.00	\$ 1,800.00
			Projected Total		Summer 2021 Projected Total	Fall 2021 Projected Total	Spring 2022 Projected Total	Summer 2022 Projected Total	Fall 2022 Projected Total	Spring 2023 Projected Total
			\$ 91,800.00		\$ 10,800.00	\$ 18,000.00	\$ 18,000.00	\$ 9,000.00	\$ 18,000.00	\$ 18,000.00

IDEA Florida
Board Action Item
Nov. 9, 2021

Subject: Approval of Uniform and Community Wash Program Donation Agreement

Proposed Board Action: For Approval

Executive Summary:

The proposed Uniform and Community Wash Program Donation Agreement (Agreement) is between IDEA Florida and Jabil, Inc. Jabil agrees to provide up to \$75,000 to IDEA Florida to be used for the purchase of school uniforms for students enrolled at the IDEA Victory or IDEA Hope campus and for the purchasing washing and drying equipment for both campuses, mesh laundry bags, and miscellaneous supplies required for establishment of the Community Wash Program.

Supporting Documentation: Proposed Uniform and Community Wash Program

Presenter: Alec Macauley, Managing Director of Regional Development- Florida



IDEA Public Schools Florida Uniform & Community Wash Program Donation Agreement

This IDEA Public Schools Florida Uniform & Community Wash Program Donation Agreement (“Agreement”) is entered into as of <INSERT DATE> (the “Effective Date”), by and between <IDEA Public Schools Florida Legal Entity> (“IDEA”), with its principal place of business at <5001 N. Nebraska Ave, Ste A, Tampa, FL 33603>, and Jabil Inc. (“Jabil”), with its principal place of business at 10800 Roosevelt Ave, St. Petersburg, FL 33716. Each party hereto will be referred to as, individually a “Party” and, collectively, the “Parties.”

RECITALS

WHEREAS, Jabil agrees to donate funds to IDEA for the purpose of providing uniforms and opportunities to wash uniforms to families in need; both parties agree to collaborate together on potential engagement activities between IDEA students/parents/faculty and Jabil employees.

NOW, THEREFORE, based on the mutual premises set forth above and other good and valuable consideration, the parties agree as follows:

1. **Term.** The term of this Agreement covers the period from September 1, 2021 – August 31, 2022.
2. **Donation.** Provided no event of default occurs under this Agreement, Jabil will pay to IDEA a donation in an amount of up to \$75,000.00 gifted as follows:
 - 2.1.1. Following the date of last signature to this Agreement, Jabil will donate \$75,000, to be used by IDEA for (a) the purchase uniforms for students enrolled at the Victory campus and the Hope campus, and (b) for purchasing washing and drying equipment for both campuses, mesh laundry bags and miscellaneous supplies required for establishment of the Community Wash Program.
 - 2.1.2. IDEA will need to be setup in Jabil’s payment systems in order to receive the funds via ACH. IDEA will complete Jabil’s vendor registration form and onboarding process prior to receiving any funds.
 - 2.1.3. All funds donated by Jabil must be used solely for the purposes described in this Article 1, and no other use of these funds may be made without obtaining the prior written consent of Jabil.

3. Reporting

3.1. IDEA shall identify and account to Jabil for use and disposition of all donated funds and keep records that allow for the easy determination of the expenditure of funds, and, if requested, make records available for inspection by officers and representatives of Jabil at reasonable times and upon reasonable notice.

3.2. IDEA will provide reports at mid-year (January 2022), and end of year (June 2022). The report will include:

- Current status of the program
- Program deliverables (what has been delivered / what will be delivered and by when)
- Impact made to each defined audience, including the number of students/families participating
- Activity planned for following 60 - 90 days
- Identification of any risks to program outcomes or timelines
- Spend against program budget

4. Employee Engagement.

4.1. IDEA and Jabil agree to collaborate to help develop activities for Jabil employees to engage with students, teachers, or parents. Format, content, and frequency will be determined by both parties, and may include community wash days; parent workshops; job fairs; and STEM events. Both Jabil and IDEA will provide a single point of contact to develop these activities.

5. **IDEA Tax Exempt Status.** The tax-exempt status of the Grantee, as a tax-exempt public charity described in Section 501(c)(3) of the Internal Revenue Code, must remain valid at all times during the term of this Agreement. Grantee shall notify JABIL promptly of any change or pending change in its tax-exempt status at any time during the term of this Agreement.

6. **Termination.** JABIL may, upon written notice to IDEA of its intent to do so, terminate this Agreement without further liability in the event Jabil, in its sole discretion, determines that:

6.1. IDEA fails to maintain its status as a tax-exempt public charity described in Section 501(c)(3) of the Internal Revenue Code or is reclassified as a private foundation within the meaning of section 509(a) of the Code;

- 6.2. IDEA ceases to function or exist, merges or consolidates with another organization, or transfers substantially all of its assets to any other organization;
 - 6.3. IDEA uses the grant funds for purposes other than those described in this Agreement;
 - 6.4. IDEA fails to make sufficient progress at the Hope or Victory campuses in accomplishing the purposes described in this Agreement;
 - 6.5. IDEA fails to comply with any other terms and conditions of this Agreement;
 - 6.6. there has been a material change in the financial condition of the IDEA which potentially impairs its ability to carry out the terms of the Agreement; or
 - 6.7. Termination of the Agreement is necessary to comply with the requirements of the law.
7. **Consequences of Termination.** Upon receipt of written demand for return of the donation funds, IDEA shall make no further expenditures and shall return all remaining unspent or committed funds to Jabil and provide a full accounting of all funds received and expended within thirty (30) days of receiving such written notice. Upon making written demand, Jabil's commitments under this Agreement shall be deemed fully revoked, and Jabil shall not be obligated to make any further payments hereunder.
 8. **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligations under this Agreement when the delay or failure is caused by circumstances or events beyond such party's reasonable control (a "Force Majeure"). Force Majeure may include, but is not limited to, epidemics, pandemic (including the Covid-19 pandemic), war, natural disaster, fire, explosion, hurricanes, typhoons, tornadoes, earthquakes, energy blackouts, unexpected legislation, riots, strikes, terrorism, acts of government or governmental authority. The affected party must notify the other party promptly after becoming aware of the Force Majeure. Either party may terminate this Agreement without further liability if the delay or failure persists for more than ten (10) days.
 9. **Confidentiality.** Except as otherwise permitted or contemplated by this Agreement or as required by law after reasonable notice to the other party of such requirement, neither of the Parties, either during the term or thereafter, shall disclose to any third party any of the terms and/or conditions of this Agreement without the prior written consent of the other Party, such approval not to be unreasonably withheld, unless the disclosure is made for valid business reasons by a Party to its accountants, attorneys or other advisors and such accountants, attorneys or other advisors have agreed in writing to be bound by the confidentiality obligations of this Article 6.

10. Trademark Rights. During the term of this Agreement, both Jabil and IDEA (each party, a “Licensor”) each hereby grants to the other (each party, a “Licensee”) a limited, royalty-free, non-exclusive, non-transferrable, non-sublicensable license to use Licensor’s trademarks, label design, product identifications, artwork and other symbols, graphics, and devices associated with Licensor’s products and services (the “Licensor Trademarks”). The Licensee acknowledges and agrees that, as between the parties, the Licensor Trademarks, and all intellectual property rights and goodwill associated therewith, are and will remain Licensor’s property and shall inure to Licensor’s benefit. Licensee is authorized, in accordance with the terms of this Agreement, to use the Licensor’s Trademarks and associated intellectual property solely for purposes of performing Licensee’s obligations under this Agreement, and in full compliance with the Licensor’s brand guidelines, which may be updated from time to time and provided to the Licensee. Licensee will not use or display Licensor Trademarks in a manner that is not accurate or in a manner that is likely to confuse or mislead. Licensee will not modify this artwork in any manner except as expressly permitted by Licensor’s brand guidelines or as approved in writing by Licensor. Licensee will not use Licensor Trademarks in a manner that compromises or reflects unfavorably upon the goodwill, good name, reputation or image of Licensor, or which might jeopardize or limit Licensor’s proprietary interest in its intellectual property. The licenses granted by Licensor to Licensee herein will terminate upon the termination or expiration of this Agreement, and Licensee’s uses of Licensor Trademarks must cease immediately. Except as stated herein, no other rights or licenses with respect to any Licensor’s intellectual property are granted under this Agreement.

11. Marketing & Promotion.

11.1. On social media (i.e. Facebook, Instagram & Twitter), IDEA agrees to use the follow identifying tags in any articles regarding Jabil: #JabilCares (all social media platforms); and proper account tagging on Facebook (Jabil), Instagram (@WeAreJabil) and Twitter (@Jabil). Written approval from Jabil must be obtained prior to posting any story related to Jabil or its partnership with IDEA.

11.2. In furtherance of the purposes of this Agreement, IDEA agrees to: (a) use Jabil tags on wash bags, (b) affix Jabil plaques on the washroom wall in each campus, and (c) provide Jabil “backpack tags” for students. IDEA will provide specifications for such materials to Jabil, and Jabil will pay the reasonable costs of the printing and branding such materials approved by Jabil, and subject to Jabil’s branding requirements.

11.3. IDEA will provide Jabil access and use of IDEA content, inclusive of photo and video footage for use in marketing and advertising, website, app and digital marketing components, and additional rights and opportunities, as allocated for other sponsors/donors of IDEA.

12. Indemnification. Each Party shall indemnify, defend and hold the other Party, its shareholders, officers, directors, employees, agents, contractors, affiliates and subsidiaries, harmless from and against any and all losses, liabilities, costs, expenses, damages, claims, demands, suits, actions, proceedings, judgments or other disputes

(including, without limitation, reasonable attorneys' fees, disbursements and the costs of any legal action) to the extent caused by one or more of the following: (i) any material breach, misrepresentation, nonperformance, noncompliance with or other material default by a Party under this Grant Agreement; or (ii) any claims of copyright infringement, trademark infringement or other violation of third party rights related to any intellectual property rights or related to the Licensee's authorized use of materials provided by Licensor hereunder.

13. Limitation of Liability. EXCEPT FOR A PARTY'S OBLIGATIONS UNDER ARTICLE 12 (INDEMNIFICATION) OR FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING DAMAGES FOR LOSS OF PROFITS, INCOME OR SAVING, OR INTERRUPTION OF BUSINESS) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. Relationship. The relationship of the Parties hereto shall be that of independent principals and nothing herein shall be construed to create or imply any employer/employee, agency, fiduciary, partnership or other relationship, it being acknowledged that each of the parties is engaged in its own separate and distinct business and is not under the control of the other party in the performance of the agreements herein contained. The Parties shall each be solely responsible for the conduct of their respective employees, agents and contractors in connection with the performance of their obligations hereunder.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to conflict of laws principles. Venue for any legal proceedings arising out of this Agreement shall be in the federal and state courts sitting in the State of Florida, Counties of Pinellas or Hillsborough, and each party agrees that it is and shall remain subject to the in personam, in rem and subject matter jurisdiction of such courts for all purposes pertaining to this Agreement. In the event of any legal proceedings arising out of or relating to this Agreement, the substantially prevailing party in such legal proceedings shall be entitled to recover attorneys' fees and costs from the other party.

16. Entire Agreement. This Agreement forms the entire agreement between Jabil and IDEA regarding Jabil's commitment to support IDEA and supersedes and replaces any previous communications, representations, grant agreements, or other agreements, whether oral or written between the parties. In the event any provision of this Agreement is held invalid or unenforceable the remainder of this Agreement will remain enforceable and unaffected thereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be effective as of the date of last signature below. Accepted and agreed by their duly authorized representatives:

<IDEA Public Schools Legal Entity>

Christopher Warren, PhD
Regional Director of Advancement

Date

Jabil Inc.

LaShawne Merriwether
Vice President
Talent, Diversity & Community

Date

**IDEA Florida
Board Action Item
November 9, 2021**

Subject: Florida School Bus Driver Handbook

Proposed Board Action: For Approval

Executive Summary:

The Florida School Bus Driver Handbook includes policies and procedure related to safety and operations (training, driver requirements, student management, bus stops, radio communications, bus capacity, severe weather, evacuations, and more), general operating procedures, fleet maintenance, special transportation, and human resources. It is a comprehensive set of procedures and expectations designed to ensure the safe and effective transport of our students.

Supporting Documentation: Proposed IDEA Florida School Bus Driver

Handbook **Presenter:** Carlos Castaneda, VP of Transportation and Warehousing

IDEA

TRANSPORTATION

Florida School

Bus Driver Handbook

WELCOME TO OUR

**TEAM
AND
FAMILY**

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WELCOME!

Dear **Candidate Name**,

Welcome and congratulations on joining the IDEA Public Schools Team & Family.

We are a network of award-winning, tuition-free, public schools focused on college preparation for all children. We believe every child, regardless of race or income, should have access to a high-quality education and we believe that character and culture are critical components to our students' success in school and life.

We employ high-quality, passionate teachers who provide individualized learning, teaching children at their level, and focusing on academic excellence and character building with low teacher-to-student ratios. And since our first graduation class, thirteen years ago, 100% of our students have been accepted to college. We do things differently and it works.

We are so excited that you have decided to join us on the journey to get our students to and through college. As an operations team our role is critical, and our team is built on a framework that permeates everything we do.

THESE ARE THE THREE CORE TENETS:

1. **Everything we do** is in the best interest of our students with the goal of getting 100% of them to and through college.
2. **Our role** is to create an IDEA experience that promotes student academic achievement in and outside of the classroom.
3. **Our purpose** is to minimize (or eliminate) every obstacle that prevents our teachers and school leaders from focusing on instruction.

In the coming weeks, you will learn what all of this means for you and your work on the Operations Team at your campus.

The enclosed learning plan is designed to give you an onboarding experience that will prepare you to succeed in your role. Although the onboarding schedule is comprehensive, it is not an exhaustive list of all the duties, tasks, and responsibilities as an Operations Team member. As such, your manager and the senior Operations team may re-prioritize at times or supplement this schedule with other meetings or learning opportunities. The schedule is subject to change.

Before we begin, it is important to recognize that Operations Team Members are hired as part of the launching core team a year before the campus opens for key reasons that affect their development and success in their role. Duties and responsibilities of the role during the launch year have a heavy emphasis on student recruitment and enrollment activities, including:

- As part of the recruiting team, Bus Drivers are immersed in IDEA culture.
- Bus Drivers learn how to communicate and share IDEA's Mission and Core Values.
- Bus Drivers learn to recognize, know, and develop trust with future IDEA families.

Welcome to the Team and Family! We are so excited to have you on board!

Carlos Castaneda

VP of Transportation and Warehousing

LEADERSHIP DIRECTORY

Headquarters Support

Carlos Castaneda	VP of Transportation and Warehousing	956-373-5031
Raul Banda	Director of Transportation	956-332-8661
Sandra Martinez	Director of Finance and Procurement	956-332-8691
Trenton Idol	Transportation Maintenance Manager	956-373-4227
Emmanuel Hernandez	Transportation Safety Manager	956-332-8015
Roberto Delgado	Transportation Routing Manager	956-314-8671
Jesus Rivera	Sr. Warehouse District Manager	956-678-0082
Ferdinand Yancy	Warehouse District Manager	832-666-4883
Cyndi Alvizo	HQ Business Clerk	956-332-9459
Rogelio Cabello	Transportation Intern	956-373-4061
Guillermo Tamayo	Regional Transportation Manager	956-272-3944
Eleazar Vital	Regional Transportation Manager	956-332-7690
Kathy Munoz	Regional Transportation Manager	281-687-7199
Eslendi Deleon	Regional Transportation Manager	956-314-4224
Carl Alexander	Regional Transportation Manager	225-329-4502
Tampa	Regional Transportation Manager	TBD

Campus Leaders

Upper Valley

La Joya	Javier Miramontes	956-261-3087
Los Encinos	Antonio Gamez	956-351-1089
McAllen	Ezequiel Mata	956-647-7382
Mission	Maria Lopez	956-607-9662
North Mission	Raymundo Garza	956-332-9916
Palmview	Melina Ortiz	956-363-3896
Quest	Moises Ruiz	956-369-7254
Rio Grande City	Yesenia Alanis	956-256-0160
Tres Lagos	Francisco Rivera	956-309-1825

Mid Valley

Alamo	Vicente Rodriguez	956-975-1403
Elsa	Cynthia Martinez	956-272-3295
Donna	Alberto Torres	956-373-6152
Edinburg	Araceli Garcia	956-647-7635
Owassa	Luis Garcia	956-272-4291
Pharr	Ernesto Campos	956-369-9239
San Juan	Gerardo Leyva	956-369-4738
Toros	Enrique Diaz	956-272-8976

		Lower Valley	
Brownsville	Gerardo Ramirez		956-373-4033
Frontier	Lucy Villa		956-371-9916
Harlingen	Saul Castillo		956-363-3830
Riverview	Diana Valdez		956-678-6541
Robindale	Juan Gonzalez		956-332-6671
San Benito	Fermin Nava		956-647-7618
Sports Park	Ezequiel Rivera		956-659-2366
Weslaco Pike	TBD		956-332-4451
Weslaco	Mariela Montalvo		956-373-5570
		Austin	
Montopolis	Jennifer Reed		512-993-7153
		Houston	
Houston Hardy	Terriel Price		713-304-6837
Houston Spears	Monica Booker		713-210-9011
Lake Houston	Cashawna Knight		281-222-9739
		Permian Basin	
Yukon	Brandon Marshall		432-276-1184
		Baton Rouge	
Bridge	Gary Martin		504-343-3585
Innovation	Lesley Williams		225-241-0698
University Prep	Roberto Gauthier Jr		225-223-5876
		New Orleans	
Oscar Dunn	Tina Carter		504-380-1749
		Tampa	
Hope	Joshua Jefferson		813-367-6640
Victory	Antonio Lee		813-217-3071

Safety and Operations

Safe Schools

IDEA Public Schools Transportation Department utilizes an electronic training platform called SafeSchoolsTM.com drivers will log in online to complete monthly mandatory training courses to reduce incidents and improve safety. The Transportation Safety Manager will pre-assign trainings based on priorities on a monthly basis.

Smith System

The Smith System is a series of interlocking techniques for preventing collisions. They are all precautionary measures to assist drivers as they drive in diverse environments. IDEA Public Schools certifies its drivers once every school year to ensure that all drivers are always driving the Smith System.

Backing Policy

IDEA Public Schools Transportation Department enforces a strict NO BACKING Policy. If you encounter an area on your route where you MUST backup, then notify your manager so a route change can be made.

Exceptions: If you MUST back up, if possible, utilize a spotter it must be another IDEA staff member (not a student) guide you back. Immediately Stop distracting activities. If no staff member available utilize G.O.A.L - Get out and look (GOAL) to ensure your path is clear. Sound your horn and use your flashing lights (Hazards) Use all mirrors. Again, if conditions change while backing, GOAL. Remember you must Get out and Look at least one time. When you do this, you must be sure to walk completely around the Bus – do not just check the driver's side.

School Bus Inspection and Maintenance

All school buses transporting charter school students are required to be inspected at least once every 30 school days that the bus is in operation, according to standards prescribed in the Florida School Bus Safety Inspection Manual available at <http://www.firn.edu/doe/transp/> from the Department of Education (as authorized by Section 1006.22, F.S., and Rule 6A-3.0171, FAC). Buses must be inspected by a state-certified school bus inspector, who may be employed by the charter school, a school district, or a private provider. Each charter school must have a plan for inspection and maintenance of school buses. The Department of Education may inspect or have inspected any bus to ensure that it meets these requirements and the requirements of Florida School Bus Specifications.

Bus Driver Requirements

Maintenance of certifications Drivers must renew all certifications required for driving school bus within 30 days of their expiration. Failure to do so will result in being placed out of service and will affect their perfect attendance bonus.

It is the driver's responsibility to ensure all certifications are kept up to date. Failure to do so will result in the suspension the driver and possible termination.

Physical Examination An annual physical examination for all bus drivers is required from a Certified Medical Examiner. This program initiative is set by the Federal Motor Carrier Safety Administration (FMCSA). If a driver does not comply and pass the DOT Physical examination during the third attempt, he/she will be automatically disqualified to remain employed by IDEA Public Schools. IDEA requires drivers to have a 1-year medical Cards. 2-year medical cards will be deemed invalid, and drivers will be required to renew their medical cards to a 1-year expiration date.

In addition, an annual dexterity testing measuring the ability to perform basic functions related to driving responsibilities, must be performed, and recorded on a form prescribed by the Department (Form ESE 479).

School Bus Operator – Drivers must complete eight hours of in-service training annually, related to driving responsibilities; Participation in the federally required drug and alcohol testing program.

Driving Record Drivers are required to immediately (within 24 hours) report, in writing, any citations, arrests, deferred adjudication, nolo contendere, guilty pleas or warnings for any moving or traffic violation or other incident involving a motor vehicle, regardless of what vehicle was driven at the time of the offense. Verbal reports will not be accepted. All CDL drivers are required to report traffic citations to their supervisor within 24 hours of the violation.

Drug Testing IDEA Public Schools complies with federal, state, and local regulations requiring drug & alcohol testing for bus drivers. This may include post-collision, Incidents, reasonable suspicion, and random testing.

MVR Standards

Motor Vehicle Records (MVRs) will be checked periodically on all employees where driving is a part of their job. The MVR will be reviewed to ascertain the employee holds a valid license and their driving record is within the parameters set by the Transportation Department. MVR checks which reveal the following shall be considered disqualifying for employment with IDEA Public Schools Transportation Department:

Three (3) or more traffic violations and/or at fault collisions over a three (3) year period within the past 10 years (Violations include seat belt violations, but do not include such non-moving violations as weight violations or improper or inadequately maintained equipment.)

One or more of the following types of serious traffic convictions within the past 10 years:

- Failure to stop/report a collision and leaving the scene of a collision as defined by state laws
- Suspension, revocation, or administrative restriction of driver's license
- Conviction for reckless or careless driving
- Racing
- Passing a stopped school bus
- Three or more "company vehicle" physical damage claims in any twelve-month period
- Speeding (15+ MPH over posted speed limit)

Any instance of the following types of serious traffic convictions showing on a driver's Complete Motor Vehicle Record will render them ineligible for employment with IDEA Public Schools Transportation regardless of when the conviction took place.

- Conviction for an alcohol and/or drug related driving offense
- Refusal to submit to a Blood Alcohol Content (BAC) test
- Possession of a controlled substance
- Conviction for homicide, manslaughter, or assault arising out of the use of a vehicle
- Conviction for attempting to elude a police officer will disqualify the employee from driving company

- operated vehicles, or those vehicles in the care and custody of IDEA PUBLIC SCHOOLS
- Making a false collision report

Any person who has accumulated six or more penalty points (based on the Florida Pupil Transportation Safe Driver scoring table) shall be considered ineligible to transport students until such time as he/she may become qualified. (Points stay on record for 5 years)

Return To Duty Policy

Return to work after injury or illness: Drivers shall be required to get a new medical card if they experience an injury or illness that requires them to miss 3 or more days of work or is of a severity that would require them to recertify based on existing DOT regulations. The Transportation Department may require drivers to recertify their DOT medical card with a predetermined medical examiner of the departments choosing at the discretion of the Transportation Department.

Medications: Drivers shall be required to get a new medical card if they experience an injury or illness that requires them to take prescription or over the counter medications. At no time shall a driver operate a school bus under the influence of any substance that could potentially interfere with their ability to safely drive. The Transportation Department reserves the right to place out of service any driver they believe is taking a substance that could interfere with their ability to safely transport children.

Before returning to duty, Transportation Employees shall provide their immediate supervisor with the following:

- A Medication Release Form from their doctor that states medications the driver is currently prescribed will not adversely affect the driver's ability to safely operate a commercial motor vehicle.
– Speak with your manager to get a copy of this form for your doctor.
- A Medical Checklist for Drivers filled out by their doctor – Speak with your manager to get a copy of this form for your doctor.
- A copy of their new 1yr Medical Examination Report Form.

The Transportation Department requires drivers to recertify their DOT medical card with a predetermined medical examiner of the departments choosing at the discretion of the Transportation Department. Speak with your manager to be directed to the appropriate clinic. It is imperative that drivers honestly fill out the Medical Examination Report Form and speak with the DOT doctor about their injury/illness and any medications (prescription, over the counter, herbal remedies diet supplements) they may be taking. In addition to this, drivers are to notify the DOT doctor, both verbally and on the DOT Medical Examination Report Form all medications they have been prescribed but are not taking.

If it is discovered that a driver did not fully disclose all health issues from their medical history , both verbally to the DOT doctor and in writing on the DOT Medical Examination Report Form, this will lead to further disciplinary action up to and leading to termination.

Bus Driver Job Description:

Role Mission: School Bus Drivers transport students over scheduled routes to and from a variety of school sites and assure the safety of the passengers riding the school bus. School Bus Drivers are responsible for

ensuring the safety of all passengers, including special education students, and for ensuring the assigned bus is always in a safe operating condition.

Special Knowledge/Skills: Ability to work with children, administrators and public, specific skills required to satisfactorily perform the functions of the job include adhering to safety practices; administering first aid; and operating school buses and related equipment

Responsibilities As a Driver

- Emotionally stable and able to work effectively and patiently with students, parents, school officials and the public.
- Always ensure the safety and well-being of students during the transportation process.
- Mature enough to cope with unexpected and unusual situations.
- Comply with Federal, State and Local laws always related to transportation.
- Interested in the welfare and needs of others.
- Maintains order and proper discipline of school bus passengers.
- Ensure communication equipment (two-way radio) is in proper working order before dispatching out on a trip.
- Present in a neat and clean manner as a symbol of IDEA Public Schools.
- Practice patience and understanding with students, parents, co-workers, and the community.

Equipment Used: School bus, wheelchair lifts, other transportation equipment, working with machinery.

Scheduling Requirements: Must be able to work with an open calendar, evenings, weekends, holidays. Expected to work a minimum of 32 hours per week. Not including extra-curricular activities assigned by campus. Must be able to work extended hours when necessary to meet business needs.

Working Conditions: Mental demands: ability to communicate effectively (Verbal) and maintain emotional control under stress.

Physical Demands/ Environmental Factors: Climbing bus stairs, sitting, driving, stooping, bending, kneeling, reaching overhead. Lifting, carrying, pushing, and pulling object(s) weighing up to 50 pounds. Traveling and exposure to various weather conditions.

Driving Technique: A safe school bus driver must exercise alertness, foresight, judgment, and skills in handling and maintaining control of the bus always. A good attitude about safe driving and safety procedures is the best guarantee of the safest trip possible. A responsible driver reaches the destination safely despite the bad driving of other motorists or adverse weather or road conditions. Establish a positive relationship with your passengers. Their conduct will depend a great deal on what you say and do. Your expression of interest in each student will help you to gain the confidence of your student riders. Remember, an essential part of your job is to maintain discipline. Explain existing rules at the beginning of the school year, by doing this you will set the expectation for students and cooperation of students.

Student Management

Students transported in a school bus shall be under the authority of and responsibility of the driver. Continued disorderly conduct or persistent refusal to submit to the authority of the driver shall be sufficient reason for a pupil to be denied transportation in accordance with the school bus transportation policies and procedures. The driver shall be held responsible for the orderly conduct of the pupils transported. No driver will allow a student to walk from his/her designated bus stop home without parent/guardian permission.

Assertive Attitude Expect proper behavior from students in order to operate the bus safely. Do not accept less.

Assertive Speaking Be firm, fair, and persistent without arguing with students. Be friendly but not particular. Learn student names. Listen to students and address concerns properly.

Discipline Plan Rules and consequences are clearly stated in writing. Rewards may be used to encourage a positive behavior and atmosphere. Drivers are not allowed to give any gifts to students.

Basic Bus Expectations Academy students (PK-5th grades) sit in the front of the school bus; College Prep students (6th-12th grades) sit in the back of the bus.

- Girls sit on the right side of the school bus; Boys sit on the left. (behind the Bus Driver)
- All students are always expected to sit down and face forward, until it is time to leave the bus.
- NO throwing of objects in or outside of the school bus.
- NO disrespectful behavior (no foul language or gestures).

School Bus Transportation Policies and Procedures

Transportation Eligibility: To take full advantage of the free transportation provided by IDEA Public Schools, please complete the Student Transportation Registration Form, and submit it to the Campus Transportation Manager. Transportation eligibility is based on your child's primary residential address as registered with the school. Only one primary address is permitted. Alternate addresses may be used if the child is eligible for transportation at the primary residence and the alternate address is used consistently. Alternate addresses must also be within the transportation boundary for the school.

Change of Address: The transportation department arranges transportation based on information provided by the school. To change your address, you must contact your school. Once we receive the new information from the school, it will take up to 3 business days before transportation arrangements or changes can take effect

Release of Information: For the safety of your child, the transportation department will only discuss transportation arrangements with the parent/guardian listed on the record provided by the school. We do not give out or discuss transportation arrangements with relatives, grandparents, or family friends

Bus Stop Policy

The severe safety risk of letting students disembark the school bus without having a signed authorization from the parent or guardian that allows the student to walk from the bus stop to his/her home or simply wait to be picked up (only available to 4th grade students and above), **is considered an unacceptable offense that will lead to immediate termination of employment.** It is imperative that every Bus Driver clearly recognizes that a parent, approved guardian, or approved daycare provider personal comes to the door of the bus and receives all students at each bus stop. IDEA Bus Drivers shall remain idle at each bus stop one to three minutes to confirm that a parent, guardian, or approved daycare personal has picked up all students. If there is any uncertainty on the drop-off of an IDEA student, the Bus Driver shall request guidance from the Transportation Manager via 2-way radio.

Parent/Guardian Responsibilities: IDEA encourages parents to have kinder and elementary-age children escorted to and met at the bus stop after school by a responsible person. Parents/guardians please remember to get out of your vehicles to meet your children at the designated bus stop locations. This will allow our drivers to confirm that your children are being received by you or the responsible party.

IDEA's policies prohibit the bus driver from leaving a student unattended if there is no one there to meet the student at the stop. However, if in the Student Transportation Registration Form, you consent your 4th-12th grade child to be dropped off at an IDEA bus stop without parental/guardian supervision, this should not be a problem. If the student does not have parent/guardian consent to be dropped off at an IDEA bus stop without parental/guardian supervision and the parent/guardian is not at the bus stop, the student will be returned to the school and it will be the responsibility of the parent/guardian to meet the student there. If the parents/guardians do not pick up their children within the following two hours after they were returned to the school, the local police department will be called.

Bus Stop Locations: The transportation department is responsible for selecting bus stop locations. These locations are based on road, traffic and safety factors for the students, bus driver and other motorists. Write down the bus route number and teach it to your child. This will make sure your child gets on the right bus and is useful in case of an emergency.

Community Stop Locations: Community stops are in areas accessible for several students in an urban area in a city, town or village. Students are assigned to the closest community stop location based on the primary address and must use the assigned bus stop location.

Distance to Bus Stop: Students may be required to travel a pre-determined distance to a Community Stop location. This distance varies based on grade level and whether or if it is a city or rural location. Distance from home to school and stop locations is based on geometrics software used by the transportation department.

Inclement Weather: You are responsible for deciding if it is safe for your child to go to the bus stop or school during inclement weather. Make sure they are dressed appropriately for the conditions, as the bus may experience further delays. Please be aware that in the event of inclement weather, the bus may be delayed. Occasionally, the weather deteriorates during the school day, or another emergency, such as a power failure, may result in an unexpected early dismissal of students. In the event of the above, the transportation department will work with the schools to decide when to pick up the students. The school will also work with local media to inform parents of this. Each school may have its own procedures for contacting parents/guardians; please check with your school.

McKinney Vento: The McKinney-Vento Act defines homeless children and youth as individuals who lack a fixed, regular, and adequate nighttime residence. Children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason.

The McKinney-Vento Act specifies the duties of the liaison, as follows: identify homeless children and youth; ensure that children and youth, including unaccompanied youth, experiencing homelessness enroll in, and have a full and fair opportunity to succeed in, school; ensure that families, children, and youth have adequate and reliable transportation. IDEA will have a procedure in place that ensures students have access to transportation to their school of origin if it is in the students' best interest, regardless of whether the campus serving as the school of origin offers transportation to other students. Transportation must be arranged promptly to ensure immediate enrollment and so as not to create barriers to homeless students' attendance, retention, and success.

In addition, SEAs and LEAs must adopt policies and practices to ensure that transportation is provided, at the request of the parent or guardian (or, in the case of an unaccompanied youth, the liaison), to or from the school of origin.

- a) Immediate communication from campus leaders needs to be given to the Transportation department to begin assessing the best route for the student to take while the campus meets to determine best interest of the student

- b) Both Van pickups and School buses can be available depending on the Transportation structure/model present in each region. The McKinney Vento Act also allows for the school to make public transportation arrangements possible for the student, but the campus meeting has to ultimately determine best interest of student for this decision.

- c) Campus academic counselors or social workers assist the student in requesting transportation, develop forms, such as homeless student transportation requests, parent agreements, and inter-district transportation agreements that may be accessed easily at any school or online. Further information can be found through this link: <https://www2.ed.gov/policy/elsec/leg/essa/160240ehcyguidance072716.pdf>

Student Conduct and Discipline

In addition to the School Code of Conduct, the Transportation Department requires Parents/Guardians to acknowledge and sign the IDEA Bus Rider Behavior Contract. The Transportation Department developed the Bus Rider Contract with the following philosophy in mind: “We believe all students can behave appropriately and safely while riding on a school bus. We will not tolerate any students stopping drivers from doing their job or preventing other students from having a safe and peaceful transportation experience”. Talk to the children and set expectation about being safe, show appropriate behavior when on board the school bus. Stress the importance of accountability for his/her actions and behavior when riding the bus

Drivers are required to report any misconduct to the Transportation Campus Managers for disciplinary action:

- First Offense – Student warned, and parents notified by letter and a telephone call.
- Second Offense – Student suspended from riding a school bus for three days.
- Third Offense – Student suspended from riding a school bus for three to five days.
- Fourth Offense – Student suspended from riding a school bus for five to ten business days.
- Fifth Offense – Student suspended from riding a school bus for the remainder of the school year.

**May not apply to IEP students if transportation part of IEP exists.*

Severity Clause: If any incident of misconduct is deemed to be very serious and/or hazardous to the safety of any or all passengers, a Bus Rider Incident Report will be completed and will begin at the appropriate Incident Level. In emergency situations which threaten the health or safety of students, or when immediate removal from the bus is necessary to maintain the proper atmosphere, the Campus Transportation Manager has the authority to suspend the student from the bus riding privileges for twenty-four (24) hours. All attempts will be made to contact the parents as soon as possible.

Consequences: IDEA bus drivers use a variety of disciplinary techniques and methods to correct and prevent problems on their buses prior to enacting the discipline steps of this policy. If a student’s behavior is repeatedly unacceptable, the following procedures will be initiated:

Level I Incidents: The driver will inform the student that a Bus Rider Incident Report is being issued and tell the student the specific reasons for the report. The Campus Transportation Manager will meet with the student to validate the information collected. A copy of the report will be forwarded to APO (Assistant Principal of Operations); school’s Academic Counselor and the Regional Transportation Manager to administer the appropriate discipline and to inform parents/guardians about the situation. Level I Incidents will be a warning and may include three (3) days suspension from the bus.

Level II Incidents: The driver will inform the student that a Bus Rider Incident Report is being issued and tell the student the specific reasons for the report. The Campus Transportation Manager will meet with the

student to validate the information collected. A copy of the report will be forwarded to APO (Assistant Principal of Operations); school's Academic Counselor and the Regional Transportation Manager to administer the appropriate discipline and to inform parents/guardians about the situation. Level II Incidents will be a final warning and may include three (3) to five (5) days suspension from the bus.

Level III Incidents: The driver will inform the student that a Bus Rider Incident Report is being issued and tell the student the specific reasons for the report. The Campus Transportation Manager will meet with the student to validate the information collected. A copy of the report will be forwarded to APO (Assistant Principal of Operations); school's Academic Counselor and the Regional Transportation Manager to administer the appropriate discipline and to inform parents/guardians about the situation. Level III Incidents will include five (5) to ten (10) days suspension or even permanent removal from the bus.

State law requires school attendance even when suspended from bus riding privileges.

Radio Communications

All bus radio transmitters are authorized by the Federal Communications Commission (FCC). You must comply with all the following FCC rules governing radio service:

Always monitor before transmitting. Transmitting while someone else is transmitting will block the transmission of the other user or yourself, or both. Failure to monitor is a direct violation of the rules.

Keep your messages brief. Plan what you are going to say before you transmit a message.

Speak clearly and in normal conversational tone. Speak across the face of the microphone. Shouting or talking loudly can reduce the clarity of the message.

Never use your radio for personal messages. The use of slang, "CB language", and profanity as well as playing radios, tape players and noise-making objects on the radio is prohibited.

An employee, who is caught misusing the radio system, i.e. playing radio music, using foul language, interrupting other driver/base communications, etc., will be subject to disciplinary action.

Proper Uses of The Radio Communications Below are some examples for proper radio communication uses:

Breakdowns and collisions involving your bus, other buses, or any other collisions that might affect student transportation.

Weather and traffic conditions; street closures.

Time Changes/Delay in schedule (Report when you are running more than five minutes off-schedule.)
Missing buses on extracurricular trips.

Injury of any student on your bus, or any other major health crisis.

Emergency situations are described as Code Red. Only those dealing with the emergency are to be on the radio.

Transportation Radio Codes

10-1 You are being received poorly

10-21 Call by Phone

10-2 You are being received clearly	10-22 Disregard
10-3 Stop Transmitting	10-23 Arrive @ Location
10-4 OK	10-24 Assignment Complete
10-5 Relay Message	10-36 Current Times
10-6 Busy	10-44 Requesting Permission
10-7 Out of Service	10-45 Requests for Police/Security
10-8 Back in Service	10-50 Collision/No Injuries
10-9 Repeat Message	10-51 Major Collision/With Injuries
10-10 Negative	10-100 Stop @ Restroom
10-11 Radio Check	10-200 Stop @ Store/Restaurant
10-12 Stand by	ETA Estimated time of arrival
10-20 Your exact Location	

Handheld Communications: Mobile Phones

All IDEA school buses are equipped with a radio for emergency communications. At no time shall an employee use a cell phone for any purpose including texting while performing job related tasks such as driving a vehicle, operating equipment, or any other potentially dangerous job duty. Violators will be subject to disciplinary action, up to and including termination. The communication equipment shall be used only for school-related purposes. At no time shall a headset or Bluetooth listening device be used while operating a school bus or other vehicle.

Bus Capacity:

Federal regulations do not specify the number of persons that can sit on a school bus seat. The school bus manufacturers determine the maximum seating capacity of a school bus. The manufacturers use this number, which is based on sitting three small elementary school age persons per typical 39-inch school bus seat, in the calculations for determining the gross vehicle weight rating and the number of emergencies exits. School transportation providers generally determine the number of persons that they can safely fit into a school bus seat. Generally, they fit three smaller elementary school age persons or two adult high school age persons into a typical 39-inch school bus seat. NHTSA recommends that all passengers be seated entirely within the confines of the school bus seats while the bus is in motion. Federal motor vehicle safety standard No. 222, "School Bus Passenger Seating and Crash Protection" requires that the interior of large buses provide occupant protection so that children are protected without the need to buckle-up. Occupant crash protection is provided by a protective envelope consisting of strong, closely spaced seats that have energy-absorbing seat backs. Persons not sitting or sitting partially outside of the school bus seats will not be afforded the occupant protection provided by the school bus seats.

Every School Bus must be inspected before and after covering a trip assignment to confirm efficient operation. The pre-trip inspection is one of the most important responsibilities in the day for a driver. The identification, reporting and repair of vehicle defects before they can develop into costly repairs, breakdowns or collisions are vital to the success and safety of the Transportation Department.

Daily Pre/Post-Trip Vehicle Inspection

REFER TO THE IDEA TRANSPORTATION PRE/POST TRIP HANDBOOK

What To Do in The Event of An Emergency

Fire

If any portion of a school bus is on fire, it must be stopped and evacuated immediately. Passengers must move to a point one hundred (100) feet or more from the bus and remain there until the bus driver has determined that no danger remains.

In the event a school bus is unable to move, and is near existing fire, or highly combustible materials, the “danger of fire” must be assumed, and all passengers evacuated.

Lost Student or Abducted

The severe safety risk of letting students disembark the school bus without having a signed authorization from the parent or guardian that allows the student to walk from the bus stop to his/her home or simply wait to be picked up (only available to 4th grade students and above), is considered an unacceptable offense that will lead to immediate termination of employment.

It is imperative that every Bus Driver clearly recognizes that a parent or approved guardian receives all students at each bus stop. IDEA Bus Drivers shall remain idle at each bus stop one–three minutes to confirm that a parent/guardian has picked up all students. If there is any uncertainty on the drop off, of an IDEA student, the Bus Driver shall request guidance from their Campus Transportation Manager via the CB radio.

Driver must provide:

- Students Name,
- Grade
- Location of bus stop
- Who picked up the student, relationship of person to the child (if known)?

Intruder/ Lockdown: Do not allow anyone but students on the bus, but if an intruder manages to board the bus, the driver’s range of appropriate responses is limited.

- If somebody pulls in front of the bus in a definite attempt to stop it and the driver stops the bus, you can guarantee something bad is going to happen. Drive through or around the problem, get on the radio and call for help.
- Bus drivers need to pick up on details. (Example: You see a van that follows you from one stop to the other and then disappears. What color was it? What was the license number?)
- If someone you do not know approaches the bus, close/lock all doors, and leave as soon as you safely can.

Notify dispatch as soon as possible If an intruder is on the bus:

- Stay calm and maintain control; do not overreact to the situation
- Look for ways to diffuse the situation
- Look for ways to alert emergency response
- If possible, park the school bus in a public place and do not operate it
- If there are no students on board, look for a way to escape the vehicle
- If a weapon is involved, do not attempt to grab the weapon, or make sudden movements
- Make every effort to make the assailant feel that you are cooperating
- If violence is directed toward a student passenger, immediately contact emergency response, and intervene only if it is safe to do so.
- Provide information to emergency response on school bus location and on the nature of the incident including descriptions of assailant(s) and any weapons involved.
- Do your best to protect your students and yourself

Hostage Situation

Steps In Avoiding a School Bus Being Taken Hostage:

- Survey area for suspicious people/activities while approaching a student pick up/drop off point. Report concerns to dispatch/authorities if suspicious people/activities are present and leave the area.
- Do not open doors if suspicions are aroused when vehicle is stopped; instead, communicate with individual through a window until determining proper action.
- If suspicious individual is seen at a railroad crossing, do not open door enough for them to board; make visual surveillance of tracks and move on when clear. Contact dispatch.
- Do not board individuals if you suspect they are carrying a weapon or a dangerous package. Contact dispatch immediately.

Steps In Dealing with a School Bus Being Taken Hostage:

- If an individual with a concealed weapon is aboard the vehicle, act as if you did not see the weapon. Do not confront the individual. Stay calm and focused. Contact dispatch.
- If school bus is commandeered, follow all instructions, and avoid confrontation. Remain calm and show no outward signs of panic.
- In event that school bus is commandeered while parked, open all doors, and keep them open to allow opportunity for all student passengers to exit. If it seems appropriate, ask perpetrator if vehicle can be de-boarded but do not push too hard to end the situation.
- Attempt to alert authorities but take no action that could potentially increase the risk to oneself or others. Talk to the hijacker and try to create a relationship. Do not antagonize the person. Be both patient and assertive.
- Stay calm, use common sense, and follow instructions of the perpetrator. Either wait for emergency response or find a way to escape.

Code Black: Active Shooter

An active shooter or armed assailant on school property involves one or more individual's intent on causing physical harm and/or death to students and staff. Such intruders may also possess a gun, a knife, a bomb, or

other harmful device. An Active Shooter will result in law enforcement and other safety and emergency services responding to the scene. Once law enforcement arrives, it is critical to follow the instructions of, and cooperate with, the law enforcement officer who will be the Incident Commander with jurisdiction over the scene. The school is a crime scene and will require a thorough

search and processing. The safety of all students and staff is the priority at IDEA. This plan details what to do in the event of Active Shooter scenario on campus.

DETECTION:

Campus Crisis Team Will:

- First staff member and CCT on the scene will contact the police (911)
- Front office staff member announces “lockdown.” Be direct, do not use codes. This announcement should be repeated several times.
- All staff members immediately direct all students, staff, and visitors into the nearest classroom or secured space.
- Classes that are outside of the building should decide on where to go for student safety based on location of event.
- Incident Commander will assume command of the situation until the authorities arrive at the scene, DO NOT lock exterior doors.
- Academic Counselor will follow up with teachers that a plan is in place to assist special needs students and staff.

Teachers Will:

- Immediately direct all students into the nearest classroom or secured space.
- Lock classroom doors and barricade the entry with all available materials.
- Move people away from the windows and doors.
- Direct students to sit on floor along walls out of the line-of-sight of door windows.
- Turn off the lights.
- Announce that all cell phones are silenced.
- Keep students calm and quiet.
- Assess your location for potential escape routes and be prepared to move if what you see and hear indicates that moving would be the best available option.
- Do not respond to anyone at the door until “all clear” is announced.
- Prepare a list of missing and extra students in the room and submit it to your direct manager (API) immediately following the incident or when it is safe to do so.

Response:

The Campus Crisis Team Will (Immediately Following The Event)

- Incident Commander (IC) will establish a command post for the CCT and designate an area for the press and concerned members of the community to meet with the designated communication representative.
- The CCT will record a log of all significant events, actions, and individuals involved to share with law enforcement.
- IC will call an emergency staff meeting to delegate follow-up duties. All staff will assist in restoring building to normal state to achieve goal of reopening school as soon as possible.

Severe Weather

Heavy Rain/Slippery Roadways:

Slow down!! Avoid standing water on the roadway and do not enter water that appears to be above the bumper of the bus. Driving at normal speed through standing water, will drown out your engine.

Never unload children in an area that appears to have dangerous flooding. If windows are foggy and you have poor visibility, watch for children in places other than bus stops. Some will take shelter under bus stops, under trees and in garages. This provides a potential opportunity for a collision to occur as late passengers are running to catch the bus.

Slippery Roadways

Adjust your speed and drive accordingly when driving on slippery roadways, floating engine oil creates the same effect as a coating of ice. To avoid wet and soggy seats be sure windows are closed every night, keeping in mind the unpredictability of Florida weather.

Lightning - Lightning is a threat to anyone outdoors

If you can hear thunder, you are close enough to the storm to be struck by lightning. Thunderstorms extend 5 to 10 miles into the atmosphere. If a parent/guardian is not at the bus stop waiting for the student, do not allow students to walk home from stop, if possible, drop them off in front of their home. (If students' home is near the to the assigned bus stop) If parent is not at the designated bus stop take the student back to school.

Flash Floods

Flooding is the number one weather-related killer, averaging 150 deaths per year nationally. Half of these deaths occur in automobiles.

NEVER ENTER FLOODED WATERS!

- Turn Around, you could be in danger of drowning!
- If caught in rising water, evacuate the bus, and move to higher ground.
- Watch for thunderstorms which produce winds of 58 mph or greater and/or hail of 1 inch in diameter or larger.
- Watch for Tornados, rotating clouds, hail, lightning, and high winds, flying debris.
- Trust your instincts, if you feel the weather is turning dangerous, contact dispatch to locate a shelter or to return to school

Fog safety procedures

- Drive with lights on LOW beam, high beams will reflect off the fog, creating a "white wall" effect.
- Reduce your speed, turn on your 4-way flashers to give vehicles approaching from behind a better opportunity to see and notice your vehicle.
- Keep your lights clean if you know you are heading into fog.
- Avoid crossing traffic lanes and avoid passing other vehicles.
- Listen for traffic by traveling with the left side window partially open.
- Use your windshield wipers and defrosters to keep your windshield as clear as possible.
- Leave more space between you and the vehicles in front, and in areas with wet surfaces.

- Signal your intentions early, and when you use your brakes, don't stomp on them.
- Watch out for slow-moving, parked vehicles and pedestrians.
- Watch for children in places other than bus stops, some students will take shelter under structures, under trees and in garages.
- Remember to practice safety in everything you do, do not learn it by collision.

Winter Weather - Ice Storm

Of all winter deaths related to ice and snow, 70 percent occur in motor vehicle collisions and 25 percent are people caught out in the storm.

- Heavy accumulations of ice can bring down trees, utility lines, and communication towers.
- Roadways become icy and nearly impossible to drive on pull over in a safe place and call dispatch for further instruction.

Injury or Illness

- Try to determine the extent of the injury or the seriousness of the illness. If the situation is not too serious, utilize your first aid or body fluid kit to resolve the situation and continue with your route.
- When you let the child off, make sure to notify parent/guardian and/or your Transportation Campus Manager.
- If the situation is serious, go to the nearest IDEA school, fire station, or hospital and request help.
- Stop the bus
- Secure the bus and park the bus in a safe location off the road, or parking lot
- Set parking brake; turn off ignition switch, take the ignition key with you if you leave your seat.
- Call dispatch and inform them of the injury or illness and your location
- Remain calm and reassure passengers that you are checking on the injured student.
- Always protect your students, if bodily fluids are involved (e.g. blood, vomit) if needed isolate the injured student; either move the student to a seat by himself or move the students around him to other seats. (Always use protective gloves when dealing with bodily fluids.)
- If the injury/illness is serious contact emergency personnel by calling 911. Communicate with CTM that emergency response was call to your location.
- After EMS takes injured/ill student, follow up with your dispatch informing them you can continue your route.
- When you return to campus, report the incident to the Transportation Campus Manager and complete a detailed "Student Collision/Incident report".

Bomb Threat

How to spot a bomb:

- Look for strange, unusual, unattended baggage, bags, or box or tightly wrapped and compact
- New rips in seats that packages or parcels. A ticking sound coming from a backpack or the package could have something stuffed in them.
- New welds made to the bus
- Oily stains on backpack or something leaking from backpack.
- Visible electric wires or batteries
- Keep in mind that bombs can be constructed to look like almost anything and can be placed or delivered in many ways.
- Unusual, extra packaging that a student would not usually bring to school
- Stay calm, call your supervisor about any suspicious activities/items you notice.

Don't:

- allow anyone to board the bus if they are not on your student roster.
- allow anything on the bus if you are concerned about what it might contain.
- drive over anything in the roadway, the box might not be empty.
- stay in an area where you feel threatened.

If someone throws something at the bus do not stop, try to avoid running it over but leave the area quickly, and notify dispatch/authorities as soon as possible.

You Are Approached by An Aggressive Student or Parent:

Remain Calm. Do not lose your temper and do not return the threat. If you are at the bus stop, get the student ON or OFF the bus and leave. Do not argue with a student or parent at a bus stop---tell them to call the Transportation Campus Manager and request a meeting with the Regional Transportation Manager. Report the incident to the Transportation Safety & Route Manager or Transportation Director.

If a parent approaches the bus with a complaint, drivers must not feel pressured to provide an answer on the spot. Parents with questions and complaints must be politely referred to the office. Unauthorized adults are not allowed to board the bus.

Breakdowns & Collisions:

In the event of a bus breakdown, ensure that all students are safe. If a bus is in an unsafe location (e.g., railroad tracks), evacuate the students to a safe distance. If on a roadway, deploy warning triangles and/or other warning devices (roadside flares, etc.) Contact your Transportation Campus Manager and give the following information:

- Bus Number
- Type of Problem (I.E Flat tire, Front or Rear, Inside or Outside)
- Number of students remaining on bus
- Will another bus be required?
- Exact location of bus (Landmark, Street Intersections, City)

Collision

- When reporting a collision (remain calm), it is imperative that drivers immediately identify:
- Bus number
- Whether or not a school bus is involved (any additional vehicles involved)
- Exact Location of collision
- Report any injuries if any
- If an ambulance or wrecker is needed
- Do not issue statements to the press (only local authorities)

BUS DRIVER RESPONSIBILITIES IN A COLLISION:

- Bring the school bus to a complete stop at a safe location and then set the parking brake
- Activate the hazard lights, and turn off ignition switch, then place the ignition switch to accessories
- Communicate with students onboard that a collision occurred and to remain calm
- Remain calm and diagnose any students on board for injuries
- Administer first aid as appropriate and necessary
- Obtain names and grade levels of injured students

- Notify via 2-way radio central dispatch and inform what necessary assistance needed from police, EMS, and/or **Fire Department**.
- Decide whether it is necessary to exit or evacuate the bus
- If necessary, guide students outside emergency exits and gather in a safe area away from traffic
- Enlist aid of citizens and high school students, if needed and available
- Keep students calm and grouped together in a safe area
- Set out reflectors around the school bus as required by law

Do not leave the scene until the police, insurance company, and Transportation Campus Manager clear you to do so.

Prepare all required collision reports: (student rider data, IDEA collision report, other vehicle information, mechanic inspection, post-collision screening, and police report

CENTRAL OFFICE PROCEDURES:

- Transportation Campus Manager will:
- contact local police or sheriff's department
- notifies the Transportation Safety Manager or Director of Transportation
- Transportation Safety Manager or Director of Transportation notifies the Superintendent or Chief Executive Officer
- Transportation Campus Manager goes to the scene of the collision to assess situation and ensure students are transported to the hospital (if necessary)
- Transportation Campus Manager will obtain a list of all students, including those sent to the hospital, and convey this information to the Transportation Safety Manager or Director of Transportation.
- The Superintendent or designee will field all calls from parents.
- Director of Transportation will contact hospital(s) and obtain status of all students and ensure that all students are/were treated and released to parents/guardians.
- Director of Transportation will notify Superintendent or designee when all students have been treated and released.
- Superintendent or designee will take necessary steps to activate crisis team and contact outside counselors, if necessary and appropriate.

Evacuation Procedures

During an emergency, seconds are precious. You do not have time to consider options. Being prepared is essential because you must know what to do before an emergency occurs. Your primary concern must always be the safety of the children. In the event of an emergency, take every step to keep your students safe.

When To Evacuate

- First, it is important to know when you should evacuate the bus. If your bus breaks down, or you have a minor collision, the students should probably remain on the bus. In fact, in most situations, they are far safer inside rather than outside of the bus.
- If there is a fire, danger of fire or if the bus is in an unsafe place, the students should be evacuated immediately. Students should be taken at least 100 feet away from the bus and stay there until you instruct them otherwise. Remember to count the students as they exit the vehicle, and again once they are assembled in a safe place. At the beginning of each school year, you should select two or more students as helpers who can assist you during an evacuation.
- Evacuate if the bus is located where keeping students in the bus poses a greater threat than evacuating.

Additional examples Bus is:

- Near a blind curve and in imminent danger
- Just over the crest of a hill and in imminent danger
- On a railroad track

There is some danger that threatens the passengers, such as:

- Fire or something threatens the passengers, such as smoke in any part of the bus
- Danger of being submerged in water.
- The bus has rolled/tipped over or is in danger of rolling/tipping over

How to Evacuate: Evacuation essentials

- Park the bus as close to the shoulder of the road as possible:
- Turn hazard lights on
- Place engine in neutral or park
- Set the parking brake
- Turn the engine off
- Take the key with you
- The driver must stay in the bus during evacuation to guarantee smoothness of evacuation procedures.
- Evacuations must be conducted with 'deliberate speed'. A time interval of 1 ½ to 2 seconds per passenger has proven to be the safest and most efficient.
- To ensure a safe exit, passengers must have their hands free. They must leave lunch boxes, books and other personal belongings on the bus.
- Driver must carry the First Aid Kit and IEP folder (Special Needs Bus) if time permits.
- Passengers selected as LEADERS will lead passengers to safety from each door utilized for evacuation. Passengers must be directed to a safe point at least 100 ft. (3 bus lengths) from the bus and remain there until given further directions.
- Passengers selected as Helpers — two (2) students must be stationed to aid passengers as they leave the bus through the rear emergency exit.

Exiting through the Front Door.

- Stand facing the rear of the bus
- Give the command: "Remain seated; prepare to evacuate."
- Turn toward the front of the bus and move backwards to the first occupied seat.
- Have your student leaders instruct students to wait at least 100 feet away from the bus.
- Starting with either the left or the right seat:
- Touch the shoulder of the person nearest to the aisle to indicate that the passengers in that seat are to move off.
- Keep the passengers in the seat opposite in their seat by holding the hand palm out in a restraining gesture until the aisle is clear.
- Move out the passengers in the opposite seat, using the same signal as above
- Move backwards down the aisle, repeating this procedure at each seat until the bus is empty.
- Check the bus from the very back seat to the front, making sure it is empty.
- Evacuating students need to move a distance (100ft) & keep them there as a group, away from any dangerous area.
- Continue to check for students while removing the fire extinguisher or first aid kit, if needed.
- Call or have someone call the fire department, the Transportation Campus Manager, or the school, if

necessary.

- A fire at the front of the bus may make the front entrance unusable and an alternate route of evacuation necessary. Normally, the front entrance will be available, but the emergency door can be used as the primary exit during an emergency.

Exiting through Rear/Side emergency door:

- Start at the rear of the bus and evacuate students one seat at a time in an orderly, safe manner.
- Stand between the last set of occupied seats and turn to face the rear of the bus.
- Start with the right-hand seat and indicate to the student nearest the aisle to walk, not run, to the rear or side door exit.
- Have your student leaders or designated helpers stand outside the door to help students to the ground.
- Have your student leaders instruct students to wait at least 100 feet away from the bus.
- Hold your hand in front of the students in the left-hand seat until the students on the right are clear of their seats.
- Continue all the way to the front of the bus and evacuate students one seat at a time.
- When the last seat is empty, walk to the front of the bus and check to be sure that everyone is out of the bus.
- Or, depending on the situation, the front half of the bus may exit through the front door and the rear half of the bus exits through the emergency door, following the steps above.
- The windshield and rear windows can also be pushed out to facilitate evacuation. If the bus is on the side, use the roof hatches as well as the emergency doors/windows on the upside to evacuate students.
- If you drive a special education vehicle or a regular school bus with special needs students on board, you may need to carry students out and away from the bus. To avoid injuring yourself, be sure to follow the rules for proper lifting.
- In the event that you're injured or in need of assistance, it's important to have regular student leaders who know how to turn off the ignition switch, set the emergency brake, summon help, open and close doors, help small children off the bus and use flags and flares.

School Bus Rider Safety— All students (regular riders and non-riders that may ride occasionally) and all persons qualified to transport students must participate in school bus emergency evacuation drills on buses serving the school during the first six weeks of each semester in accordance with law and rule 6A-3.0171, Florida Administrative Code (F.A.C.) School principals or designated school staff must do the following to ensure the safety of transported students

1. Direct school bus emergency evacuation drills for all transported students during the first six weeks of each semester and maintain documentation.
2. Provide instruction in safe riding practices to all transported students during the first six weeks of the first semester of the school year
3. Ensure the safety of the student loading and unloading zone

Night Driving & Fatigue

IDEA Public Schools is committed to the safety and well-being of all employees, for this reason **IDEA Public Schools does not permit drivers to conduct out of town 1-day trips under any circumstances.** These are times in which the body goes into a natural sleep cycle. Many people also experience low energy late in the afternoon/evening which leads to fatigue. People who drive for work travel about three times the distance of the average private motorist and often work long hours, therefore they have a higher risk of experiencing fatigue.

Common effects of fatigue:

- Difficulty keeping your vehicle within the correct lane
- Heavy or sore eyes and frequent or slow blinking
- Having to take sudden corrective actions because of a lack of concentration
- Daydreaming and/or realizing you do not remember the last stretch of road you drove over
- Not reacting in time or appropriately to avoid a dangerous situation.

It is important to understand that fatigue can affect your driving performance at any time when you are fatigued.

- It takes longer to understand what is happening around you, at work or on the road
- Your reactions are slower and your ability to concentrate is reduced
- Your judgement of risk is reduced
- You are more likely to succumb to discomfort, pain, and injury conditions, such as a collision/collision event
- It is important to remember that your fitness to drive can be negatively affected by prescription drugs, over the counter drugs, temporarily illness, a medical condition and daily stress events

Drivers must know:

- Time management is essential: how to plan a trip and allow plenty of time to get to final destination safely
- A good sleep the night before a long journey is very important (8 hours of sleep are recommended)
- Caffeine, loud music and opening the windows are not solutions to feeling exhausted
- About eating sensibly during a long journey, which means staying away from high-fat, high-sugar foods
- Consider overnight stay if work cannot be adjusted for safety, discuss this with your immediate manager
- Immediately stop driving when feeling sleepy / tired
- Alternate driving when car pooling

Fitness to drive

Your physical health, psychological and emotional state and your general attitude towards driving play a major part in your fitness to drive. You must inform your immediate manager about any health issue or personal circumstances that may affect your / impair driving; Remember that nothing at work is worth putting yourself at risk or your family through the agony of a misfortunate event.

Safety Collision Review Board, Procedures, & Guidelines

The Safety Collision Review Board will be comprised of the Managing Director or Regional Transportation Manager and the Safety Manager Or Maintenance Manager. They will meet to discuss preventable collisions and the corresponding discipline/training.

Notification to Driver:

A driver will be provided written notification at least three working days prior to the meeting before the Safety Collision Review Board. If the driver is recommended for suspension from driving until the meeting is held, the notification period may be less than three days. The driver shall be informed that the Transportation Safety Manager may make a recommendation concerning disciplinary action, and that the employee may

appear before the Collision Review Board to present evidence on his or her behalf.

Serious Collision:

In the event of a serious collision (meaning people were injured or major damaged occurred), the driver will be notified of the potential that he or she may be suspended without pay and/or terminated if the driver is found at fault.

The Level of Infraction will be assessed by a penalty point system.

An accumulation of five points by a driver will result in termination. Accumulated points will remain on a driver's record for a three-year period from the date points are assigned.

Each individual case will be immediately assessed as either Incident or Collision. An Incident will pertain to a minor collision with the cost of repairs being under \$500.00. Occurred inside of campus grounds, willful non-cost-effective insubordinate actions, and/or willful acts of endangerment. All Incidents will result in one point and retraining.

Any team member who has been involved in any kind of safety event (preventable or not), will be placed on paid administrative leave until the outcome of the investigation and, in the event, it meets the FMCSA threshold for drug and or alcohol testing, the results of the post-accident drug and or alcohol test have been fully reviewed.

Probation

Probation for an Incident- (Preventable Event) shall be 30 working days for the first offence with a prescribed training session. Second incident shall render a suspension of one day with an assigned training session.

Probation for a Collision – (Preventable Event) shall be 30, 60 or 90 working days and an appropriate re-training period with the Transportation Safety Manager prior to returning to non-probationary driver status. The Transportation Safety Manager and Transportation Manager will continue to monitor the driver until the probationary period is completed. Following successful completion of the probationary period, the driver's case file will be closed. Probation for drivers with many infractions or on probation at the time of a collision may be extended at the Transportation Manager/Transportation Safety Manager's discretion or may lead to termination due to excessive points. A file including all information pertaining to the collision or incident will be included in the driver's personnel file.

Collision Review Board Point System

The point system shall be applied as follows:

- If a collision or incident is found to be Non-Preventable no points will be assigned.
- The Transportation Manager/Transportation Safety Manager will assign points regarding a collision regardless of whether or not there is a police report filed or if an employee is charged as responsible. Policy will overrule that factor.
- The Collision Review Board will make the determination of the number of points to be assessed on each category the employee has violated. Decisions will be governed by a majority vote, utilizing a set code and the points will be totaled. A recommendation will then be made to the VP of Transportation.
- The VP of Transportation or Safety Manager will have final authority to decide on disciplinary measures.

- During the probation period any infraction repeated or otherwise will result in a five-point infraction leading to automatic termination

1 COLLISION REVIEW BOARD GUIDANCE CHART:

INCIDENTS	1 OCURRENCE	2 OCURRENCES	3-4 OCURRENCES	5OCURRE
Minor collision with the cost of repairs being under \$500.00 (1 Point)	Training prescription & 30-day probation	Training prescription & 60-day probation and /or1 day of suspension	Training prescription & 90-day probation and /or2 day of suspension	Termination
Tire/ blow out caused by repeated contact with curbs - Battery loss due to ignition key repeatedly left in the ON position - Major seat damage/interior vandalism not reported or addressed. (1 Point)	Training prescription & 30-day probation	Training prescription & 60-day probation and /or1 day of suspension	Training prescription & 90-day probation and /or2 day of suspension	Termination
Idling the bus more than5 minutes (fuel expenditure) (1 Point)	Training prescription & 30-day probation	Training prescription & 60-day probation and /or1 day of suspension	Training prescription & 90-day probation and /or2 day of suspension	Termination
Cell phone use while transporting a minor student - verified report of running red light/stop sign or reckless speeding (1 Point)	Training prescription & 30-day probation	Training prescription & 60-day probation and /or1 day of suspension	Training prescription & 90-day probation and /or2 day of suspension	Termination
Collision with Stationary object (poles, fences, parked vehicles, etc.) (1 Point)	Training prescription&/or probation 1- or 2-day Suspension	Training prescription & 60-day probation1 day of suspension	Training prescription & 90-day probation and /or2 day of suspension	Termination
Endangerment of students during on/off loading - unloading from left lane into unprotected right lane - allowing students to cross any esplanade into oncoming traffic - allowing students to pass behind bus - failure to set parking	Training prescription & 30-day probation	Training prescription & 60-day probation and /or1 day of suspension	Training prescription & 90-day probation and /or2 day of suspension	Termination
Backing contact - Failure to yield - Rear ending a vehicle - Running red light/stop sign - Illegal signaling -passing or turning from wrong lane-Talking on cell phone or using a phone/radio ear device at time of impact (3 Points)	Probation & Training Prescription up to 5 days suspension Or Termination	Termination	N/A	N/A

- Failure/refusal to respond to or cooperate with a remedial trainer, failure to complete remedial training, and/or failure to appear before the Transportation Safety Manager & Director of Transportation will result in disciplinary action, which may include suspension and/or termination

General Standard Operating Procedures

Prohibited Conduct

There are many employees working together at IDEA Transportation, and we need to safeguard our security, personal safety, welfare, and Organization operations. The following prohibited conduct will not be tolerated by IDEA Transportation and may lead to immediate termination of employment. This list of prohibited conduct is ILLUSTRATIVE ONLY. Other types of conduct detrimental to security, personal safety, employee welfare and the Organization's interests may also be prohibited upon the Employee Handbook:

- A violation of the DOT and/or Organization Drug and Alcohol Policy.
- Text messaging, videotaping, or emailing while driving an Organization vehicle or while acting within the scope of employment.
- Failure to report an incident or collision disregard for the safety of one's self or other employees or committing unsafe acts.
- SMOKING - The IDEA Transportation Department maintains a smoke-free working environment. This includes electronic, steam-based, or any device that simulates smoke or smoking. Smoking is not allowed in any buildings, on IDEA properties or in or near Buses.
- Tampering with Organization equipment (e.g. engine management systems; fuel pump; video surveillance system, telematics, etc.).
- Destruction of Organization equipment or property. May be subject to criminal prosecution.
- Threats, coercion or use of insulting, offensive or abusive language or conduct toward others, including employees, Managers, or customers.
- Insubordination, including refusal or failure to perform work in accordance with instruction.
- Dishonesty.
- Unauthorized passenger(s) or pet(s) in an Organization vehicle.
- Improper completion, misrepresentation, omission or falsification of employment application, expense reports, timecards or any other Organization records or reports.
- Unauthorized absence from work for three (3) or more consecutive scheduled workdays. This will be considered a voluntary resignation.
- A pattern of harassment or an extremely serious single incident of harassment
- Deviation from assigned work schedule, leaving the job or work area without management approval, or sleeping on duty.
- Solicitation or distribution of materials during work time or in work areas.
- Failure to cooperate in an Organization investigation.
- Possessing a radar detector and/or jamming device in any Organization owned vehicle

- Failure to provide, a yearly violation statement, or failure to be medically certified as required by DOT.
- Failure to report any citations or violations within 24 hours of receipt. Or, failure to resolve such violations. (this includes warnings whether written or not)
- Posting notices, signs, or writings in any form on official Organization bulletin boards or property, or removing any Organization placed notices, signs or writings from Organization bulletin boards or property. Bulletin boards are reserved for the exclusive use of the Company for posting work-related notices only
- Gambling, lottery, or any other games of chance on Organization or customer property (includes Bus), time or while representing the Organization.
- Offering to sell, selling, offering to buy or buying while in the course and scope of employment, what a 'reasonable person,' would believe to be stolen or misappropriated merchandise; attempting to remove or removing, attempting to accept or accepting any product being transported. May result in criminal prosecution.
- Disclosure of trade secrets or other confidential information.
- Unauthorized physical contact or threats with an IDEA Transportation employee, customer, vendor, or a member of the motoring public; assault, battery, violence, or threats of violence against one's self or others. May be subject to criminal prosecution.
- At no time will a Student Driver operate any IDEA Transportation Bus without a Safety Driver Trainer being present.
- Taking prescription medications without proper approval from the Safety Dept. prior to performing a safety sensitive function.
- Failure to report within 72 hours the loss, revocation, or suspension of CDL or any other license or certification required to perform a job (or required by the job description).
- Any unauthorized passengers, other than company employees, are not permitted
- Seat belts must be utilized when the vehicle is in motion
- The use of radar detectors is forbidden in all vehicles owned or used by the company
- Cargo will be secured, and all doors locked while in route and while the vehicles are parked
- Driving distractions must be avoided, which includes the use of cell phones, while operating a vehicle on behalf of the company
- Receiving a citation or warning while conducting school business in an organization owned or rented vehicle

Personal Appearance

Transportation personnel must report to work clean and well groomed. Drivers are expected to dress in a professional and appropriate manner. The Transportation Department will provide a uniform for drivers. **Employee Uniforms** will be issued and must be worn at all times while employee is on duty. **Safety Vests** are also part of uniform requirements and must be worn while performing pre/post trip inspections and directing traffic (including special events CSD, Royal Readers, etc.) and when on route or returning from route.

The following is a partial list of attire that is prohibited:

- NO leather soled shoes, open-toe shoes (sandals, flip-flops, etc.) at any time.
- NO high heel shoes.
- NO clothing that depicts or advertises drugs, alcohol, tobacco, violence, sex, or gangs. Clothing with offensive graphics, words or sayings is NOT allowed (examples may include but are not limited to clothing with sexual, violent, or profane connotations).
- NO tight or sweatpants allowed.
- NO short shorts allowed.
- Appropriate undergarments must be worn at all times.
- NO sleeveless shirts or blouses that are too revealing.
- Tattoos must be covered.
- NO cutoff jeans.

Footwear Safety Policy: IDEA Public Schools requires ALL School Bus drivers/Mechanics to use safe footwear that are:

- **Slip Resistant** - Sole must have a raised tread pattern on heel and whole sole with a leading cross hatch, edge in many directions. In other words, choose footwear that is resistant to water, oil, chemicals and heat.
- **Impact and Compression Resistant** – Footwear that will protect against heavy objects dropped that could potentially cause severe foot injury. * For campus mechanics and district mechanics.

General Dress Guidelines

- Hygiene practices should include a daily shower and change of clothing (more often if needed).
- Dirty, damaged clothing (holes, tears, stains, faded or raveled) or excessively tight or oversized clothing is not allowed.
- Workout clothes, such as sweatshirts, sweatpants, leotards, or tights are not allowed.
- Beach/picnic wear, such as shorts, thong sandals, tank tops are not allowed.
- NO bare midriffs are allowed.

Your Manager will inform you of additional requirements regarding acceptable attire. Certain Drivers may be required to wear safety equipment or clothing. Your Manager must approve any deviations from these guidelines. Managers are responsible for enforcing this policy. Drivers who violate the dress code will first receive a Verbal Warning from their Manager. If the Driver violates the dress code a second time, he/she will receive a First (written) warning. The Driver may be relieved of duty and required to obtain appropriate clothing. During the period, a Driver is not working, he/she will not be paid for the time they are away from work. Additional violations will lead to further disciplinary action, up to and including termination.

Attendance Policy

Your attendance is extremely important to the success of the students at your campus. We expect employees to strive for perfect attendance and to arrive for work on time. We recognize that, on occasion, you may not be able to come to work or need additional time before you arrive. Sickness and other emergencies cannot always be anticipated and may require you to miss part or all of your workday. Except for illness or emergency, employees must report to work on time and for all assigned shifts. **You may also refer to the IDEA Employee Handbook for Leaves, Absences, State/Local Leaves, Holidays, etc.).**

Notification

If you cannot report to work as scheduled, you must notify your Campus Transportation Manager to let her/him know your situation. If your need for time off is foreseeable, you must provide fourteen (14) days' notice or as much notice as possible in extenuating circumstances. If your need for time off is not foreseeable, you must provide as much notice as practicable, but in no event less than twelve (12) hours prior to your normally scheduled starting time. Of course, if you cannot contact your manager yourself, you must have someone (a family member or co-worker) do it for you. However, it is your responsibility to ensure that contact is made with your manager. When you contact your immediate supervisor, you must let them know for how long you will be out and when you expect to arrive or return to work.

Documentation

You must submit documentation for absences due to illness. Generally, you must provide a document from your doctor or other qualified health care provider that supports your absence. Documentation from Mexico are not acceptable. A qualified health care provider means a U.S. licensed medical professional (MD, DO, DDS, ANP, PA) Documentation must be submitted in accordance with the Employee Handbook and directives of supervisors. Likewise, you will need to provide appropriate documentation supporting your return to work in accordance with IDEA's employee handbook, policies and procedures. If no documentation is provided, the absence will be considered unexcused. And may lead to disciplinary action up to and included suspension or termination of employment.

Excessive Absences/Tardiness

Excessive tardiness will not be tolerated. You must start your day promptly and on time for all assigned shifts, with enough lead time to start your shift on promptly, unless approved by your Campus Transportation Manager. Excessive absences, or excessive tardiness (being more than 5 minutes late for an assigned workday, shift or assignment) and excessive patterns of absences or tardiness may lead to disciplinary action, up to and including termination, in accordance with IDEA Public Schools' Employee Handbook and general employee attendance policy.

Discipline Process:

- If you accrue three (3) unexcused absences or three tardies in a 90-school day period, you are subject to disciplinary action, up to and including termination.
- 1st unexcused absence/tardy: 1st Written Warning
- 2nd unexcused absence/tardy: 2nd Written Warning Final
- 3rd unexcused absence/tardy: Suspension and/or termination

If you accrue four (4) excused absences, tardies or any combination of excused/unexcused absences resulting in four (4) days missed or tardy in a rolling six-month period, you are subject to disciplinary action, up to and including termination.

- 1st excused absence/tardy: Verbal warning
- 2nd excused absence/tardy: 1st Written Warning
- 3rd excused absence/tardy: 2nd Written Warning
- 4th excused absence/tardy: Suspension and/or termination

If you are absent from work for three (3) consecutive days without notice and/or communication concerning your absence, IDEA Public Schools will consider that you have abandoned your job and voluntarily resigned your employment with IDEA.

In the event of an absence: Notify your Transportation Campus Manager with plenty of time to secure a sub-driver if necessary. **If a driver is absent without notifying the Transportation Campus Manager**, he/she may be reassigned to another route, put on the substitute list, or subject to disciplinary action up to and including termination of employment.

There will be a variation in number of hours employees will work because of the difference in needs at various campus locations. Employees are not to leave their assigned campus at any time during the work shift without prior authorization from the Transportation Campus Manager.

Perfect Attendance and Safety Incentive Pay

As a driver who participates in IDEA's transportation services, you are eligible to receive the Perfect Attendance and Safety Bonus. Please take a moment to read and understand the eligibility requirements for this bonus:

The Perfect Attendance and Safety Bonus consist of the following payout opportunities:

- 0 workdays missed = \$500.00 (Five Hundred Dollars)
- 1 workday missed = \$250.00 (Two Hundred and fifty Dollars)
- 2 workdays missed = \$100.00 (One Hundred Dollars)
- 3 or more workdays missed = Ineligible to receive any type of bonus.

Notes on Perfect Attendance and Safety Bonus Pay

- Perfect Attendance Incentive Pay is paid each semester. The first disbursement is typically paid in February, which covers perfect and safety attendance from the first day of Summer Learning Institute (SLI) to the last day of operation before the winter break.
- The second disbursement in September, which covers perfect and safety attendance from the last day of Winter Institute to the end of the school year.
- Eligible drivers have the potential to receive \$500 (Five hundred dollars) per semester, for a total of \$1,000 (One Thousand dollars) for the school year.
- A missed assignment counts as a missed day. This is the case for AM or PM Routes, Saturday School, After School Tutorials, Field Trips, Activity Trips, Sports Trips, Summer Institute, and the Bus Driver Road-E-O.
- Serving as a juror does not count against your eligibility for Perfect Attendance Incentive Pay. Drivers must notify management at least 15 days prior to beginning jury service, or as soon as possible after receiving a summons. As describe in the IDEA Employee Handbook, employees will be granted paid leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative

proceeding. Employees must submit documentation of their need for leave for court appearances to their direct manager. IDEA will not discharge, discipline, or otherwise penalize an employee because he or she complies with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding.

- A death in the immediate family (Please refer to the IDEA Employee Handbook) does not count against your eligibility for Perfect Attendance Incentive Pay. Drivers must request a request for personal leave to receive pay for any days missed due to a death in the family.
- Maternity/Paternity leave will not count against Perfect Attendance bonus
- Being involved in a preventable incident or collision makes the driver ineligible to receive a bonus that semester. IDEA's definition of preventability is "An incident or collision" in which the driver failed to do everything reasonable to avoid it.

Safety Audit

- Failing to obtain a passing grade on a safety audit. 19 points or less will disqualify the employee and count as a failed audit.

INJURIES

All injuries must be reported to the Transportation Campus Manager and require a report immediately after an injury occurs. Forms are available in the office and **MUST** be filled out and submitted immediately. Verbal reports are not acceptable. Failure to report a collision may result in administrative action. In the event a driver is temporarily incapacitated, the Transportation Campus Manager or immediate supervisor must fill out and submit an initial report. The driver must file a report immediately after being released from medical care.

PERSONAL DISCIPLINE

All employees shall perform their job duties in accordance with state and federal law, IDEA Public Schools' policies and procedures and ethical standards. Violations of policies, regulations and guidelines may result in "Disciplinary Action," which may include a verbal warning, written warning, suspension and/or termination. Except when otherwise stated in this Handbook, it is the Transportation Department's practice that:

- 1st violations are subject to a reprimand or written warning.
- 2nd violation is subject to a written warning and/or suspension from work.
- 3rd violation can result in termination.

However, there may be certain situations in which one or more of these steps are passed over, and an employee may be subject to immediate termination. Unauthorized absences (NO call, NO show's) are unacceptable and will subject the employee to disciplinary action. A written warning being issued to the employee on each occurrence. Three (3) written notices within a 90-school day period will be considered excessive absenteeism, and the employee may be terminated.

ZERO TOLLERANCE DRUG POLICY

Refer to the IDEA Employee Handbook for:

- **Drug-Free Workplace Requirements**
 1. **For-cause Testing**
 2. **Random Testing**
 3. **Post-Accident Testing**
 4. **Pre-employment Testing**
 5. **Employees with CDL**
- **Alcohol and Tobacco Use and Possession**
- **Electronic Cigarettes**
- **CBD Products**

OUT OF TOWN FIELD TRIP POLICY

At IDEA Public Schools, the Transportation Department is committed to providing safe and reliable transportation services to our staff and students on their road to college. For that reason, we want to provide clear expectations to our Campus Transportation Managers (CTM) and Campus Leaders regarding Out-of-Town Trips.

Campus White Fleet (WF) vehicles can be used to transport students and staff to school related activities as long as the number of passengers to be transported does not exceed the maximum passenger capacity of the total number of WF vehicles assigned to the campus and the person driving the vehicle is an IDEA School Bus Driver or a staff member with a valid IDEA issued White Fleet Driver's License. **As recommended by the National Highway Traffic Safety Administration, IDEA Public Schools prohibits the usage of 12 to 15 passenger vans due to high rollover risk and liability exposure. Only interstate roads or major freeways are to be used for travel to and from the destination. Like school buses, all speed limits must be strictly abided by the driver.**

According to the National Safety Council, traffic death rates are up to three times greater at night than during the day. Nationwide, 49% of fatal crashes happen at night, with a fatality rate per mile of travel about three times as high as daytime hours. **Due to these facts, IDEA's Transportation Department PROHIBITS night driving between 10pm and 5am because of the increased risk of injury or death.** Exceptions to this rule will be considered for UIL sports trips where a team must stay beyond their scheduled return time. In this instance the bus is to come directly home. If a stop for food is to be made it must be preplanned/preordered and eaten on the bus to allow a direct return to campus. If an exception is made, then CTM must give hourly updates until the bus arrives at campus or the location they are going to.

On field trips students are **NOT** to sit in the back 3 seats to protect students from rear-end collisions. This space is to be used for coolers and luggage which are to be secured and strapped down.

For campuses where school bus transportation is available, the CTM is responsible for ensuring that at every Out-of-Town Trip beyond a 200-mile radius from the departing campus, the following expectations are met.

TM must have:

- Two drivers assigned to each bus
- An accurate student and teacher roster per bus
- A clear and up to date copy of the driver's CDL, DOT physical (short and long versions) and DOT Medical certifications uploaded on Transfinder
- A mapped copy of the approved route the bus will take during the trip

Driver and Co-driver must have:

- A clean Motor Vehicle Record
- A minimum of 10 consecutive hours of quality rest prior to and following the trip
- An emergency tool kit to address any minor mechanical issues with bus while on the road
- A mapped copy of the approved route the bus will take during the trip

School buses must meet or surpass DOT guidelines for:

- Brakes (No leaks on hydraulic or air brakes)
- Tires (Front @ 6/32 and rear @ 4/32 with 100 PSI in every tire)
- Lights (Headlights -low & high beams-, stop lights, amber lights, etc.)
- Bus decals and signage (Bus route number, unit number, school district, etc.)
- Emergency devices (Triangles, extinguisher, hazard lights, radio, synovia tablet, etc.)
- Engine and Transmission performance (No check engines light on, PM up to date, etc.)

Additionally, all speed limits must be strictly abided by the bus driver. The maximum speed limit for school buses is 55 MPH and the bus driver shall not be expected to make up time lost due to late departure or poor trip planning. We will not allow same day roundtrips out of the 200-mile radius.

Only interstate roads or major freeways are to be used for travel to and from the destination. According to statistics “The Interstate System is the safest road system in the country, with a fatality rate of 0.8—compared with 1.46 for all roads in 2004”. Therefore, all field trips vehicles may only travel on Interstate highways.

IDEA Public Schools strictly follows Federal Motor Carrier Safety Administration regulations by limiting drivers to fifteen (15) hours on duty, of which no more than ten (10) hours are driving time, with ten (10) hours continuous off-duty time prior to and following the trip.

BUS ROUTES

Bus routes are number one priority. Routes must be run as closely on schedule as possible. NEVER run your route ahead of schedule. Any changes must be done with the approval of the Transportation Campus Manager or Transportation Safety & Route Manager. Route adjustments may be made on a one-time-needed-basis due to construction, traffic, or inclement weather if absolutely necessary. In addition, changes may be made as needed to improve the function of the transportation department.

Campus arrivals / Departures

AM Routes: Drivers must schedule the morning route so that the bus arrives at campus by 07:20 AM if you are arriving too early or too late, report any time differences immediately.

PM Routes: Drivers must have buses ready and at loading/unloading zone by 3:35PM. The students will adjust to your schedule and will be at the loading/unloading zone on time to depart school.

Unauthorized Stops:

Any stops at convenience stores, residences, etc., are deviations from written routes and are NOT allowed, with or without students on-board. Any exceptions must have prior clearance from Transportation Campus Manager and Transportation Safety and Route Manager.

Routes that finish Early:

If a route finishes early, drivers must make themselves available to assist with other routes or school activities.

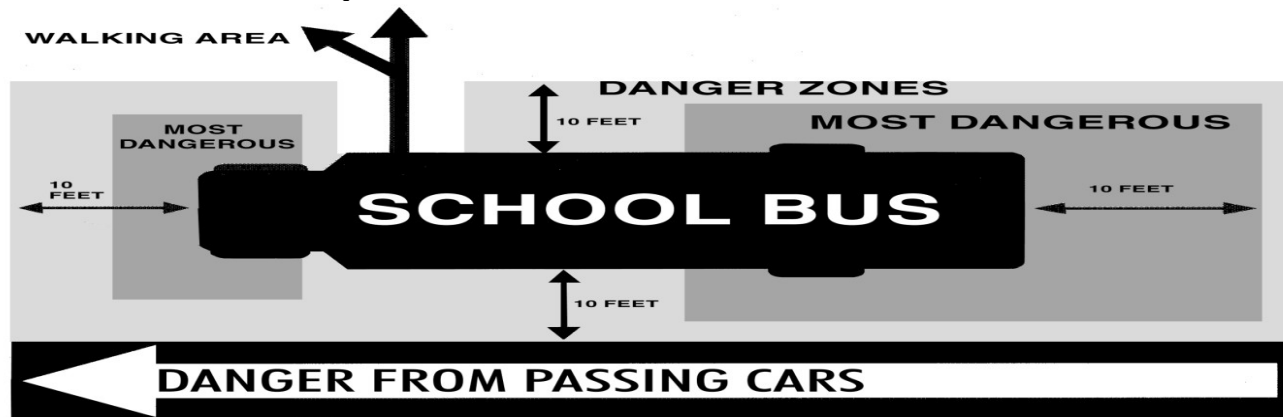
Authorized Passengers:

No one except IDEA personnel and students regularly assigned to a school transportation vehicle for a route may ride in such vehicle unless he/she has received prior authorization from Transportation Safety Manager and Director of Transportation.

LOADING AND UNLOADING

- When loading and unloading students, apply a 10-foot safety zone to both sides and rear of the bus with a 10-foot zone in the front. Buses will be in park as long as students are in these zones. Strict commitment to these rules is necessary to minimize the risk involved in these procedures. Drivers are required to use the parking brake for each stop, in addition to neutral gear.
- Loading/unloading lights must always be used when students are boarding/de-boarding the bus.
- Students are not to be crossing the road to board the bus. If they are, notify your manager that the stop needs to be changed.
- Drivers must refrain from waving cars past the bus while displaying the red loading lights and will not turn off the reds until loading/unloading is complete.
- **Drivers must count the number of students unloading at each stop and be sure each is accounted for before moving the bus.**
- Driver must check all mirrors before moving the bus.
- When unloading at the school, buses must be driven as far forward as possible, so other buses do not have to pull around to get a place at the curb. If a driver must pass another bus in the loading zone, it must be done

With caution because of pedestrian traffic.



How to get on and off a school bus safely:

- Give the signal:
- Drivers must have a "safe to cross" signal for students.
- Drivers must teach this signal to their students.
- Be aware that motorists might perceive a hand signal to a student as an indication to proceed.
- There is a right way and a wrong way to get on and off the bus.

GETTING ON THE BUS - If an emergency arises where students must cross the road:

- They must stay on the side of the road, away from traffic until the bus stops and the driver signals to cross.
- When the driver signals that is safe to cross, students must first check for traffic. Many students are killed or injured by motorist illegally passing a stopped school bus. So, students and drivers must check for traffic in both directions - left - right—left.
- As the students cross in front of the school bus, they must watch the driver. If the students can see

the driver, the driver can see the students.

- Students must board the bus using the handrail.
- Students must move toward the rear quickly without crowding or pushing. Note: if the bus is not filled to capacity, have students sit in the middle of the bus, it is the safest place.
- Students must sit down quickly.

GETTING OFF THE BUS

- Students must stay seated until the bus stops.
- Students must not push or play on the way of the bus.
- Students must use handrails to avoid falls.
- They must watch the straps, drawstrings and clothing does not get caught in the handrail or door.
- Students must glance back toward the rear of the bus before they step off the bus.
- By glancing to the rear of the bus, they can make sure that no one is passing on the right.
- Students must move 10 feet away from the bus at once.

If students must cross the road to get home:

- They must stay on the side of the road, away from traffic and 10 feet ahead of the bus where they can see the drivers face.
- When the driver signals that it is safe to cross, students must cross to the outside edge of the bus and check both ways for traffic.
- If it is clear they must cross quickly.
- If it is not clear they must return to the curb.
- Once off the bus, students must be able to safely walk to destination.

PREVENTING DRAGGING COLLISIONS -

Prior to moving the school bus after loading or unloading students, drivers need to take five seconds to:

- Scan all mirrors for students outside of the bus
- Check cross-over mirrors to check for students in front of the bus, near the front wheels, and service door area
- Next to last in the sequence – Glance back at the service door to look for students before moving the bus
- Perform mirror sweep once again before pulling out into traffic
- Note: This process must be done without mental or visual distraction. If the driver loses focus in any part of this process, it must be repeated. Drivers must look and see, staying mentally present in the task at hand to protect the students they transport.

The USDOT suggests the following:

- Children must not wear overly loose clothing to school and must avoid clothing or book bags with drawstrings. Dangling straps on daypacks have also been cited as potential snagging hazard
- Bus drivers must monitor students as they are leaving the bus by not putting the bus into motion until they are sure that no child's clothing is trapped in a handrail or the door and that all children are a safe distance from the bus
- School officials must educate students on school bus safety including the risk posed by garment snags
- School bus fleet operators must inspect their buses and repair defective handrails.

Distraction during the loading and unloading process cannot be allowed to continue unchecked. School bus drivers must be mindful of the dangers of distraction and remain dedicated to the efforts needed to prevent a student from getting caught in the service door. Creating five seconds of undivided attention in the loading and unloading process is critical to ensuring student safety in the service door area. School bus drivers are being called on to respond to a “raising of the bar” in transportation safety.

Teach and advise your students of the IDEA Instruments of culture and your bus rules:

- Do Not get on the bus until the driver says it is safe to do so
- ASK the driver for help if you drop something while getting on or off the bus
- Once on the bus, go directly to your seat and sit down facing the front of the bus
- When EXITING the bus look around for cars before walking away or crossing the street
- Use the handrails when getting off the bus
- If you miss the bus, DO NOT run after it.

THREE POINTS OF CONTACT RULE

- Always maintain three-point contact when entering or exiting a vehicle.
 - The three-point contact method may only be broken after reaching the ground, vehicle seat or other stable platform.
 - Never enter or exit a moving vehicle.
 - Always make slow, deliberate movements to avoid injury from slips and falls.
 - Enter and exit a vehicle at the most direct and secure point.
 - Always wear appropriate footwear for the weather conditions.
- Lead by example to help influence others to be safe. ----

GENERAL POLICIES

SEXUAL HARASSMENT

Sexual harassment is a form of discrimination and is strictly prohibited. IDEA defines sexual harassment as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct, or any conduct or other offensive unequal treatment of an employee. This applies to employees and students. IDEA has a No Tolerance Policy for this type of behavior. Any sort of romantic relationship/sexual contact with students is always prohibited. **Please refer to the Employee Handbook for more complete information of sexual harassment.**

Public Schools Transportation Department

Drug and Alcohol Policy

Effective as of [06/23/2016]

Adopted by: Emmanuel Hernandez

Transportation Safety Manager | IDEA Public Schools

956-332-8015

Date Adopted: [06/23/2016]

Last Revised: [02/08/2019]

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1. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended, 49 CFR Part 382, as amended, and 49 CFR Part 40, as amended. Copies of Parts 655, 382, and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Department of Transportation (DOT) Office of Drug and Alcohol Policy and Compliance website <http://www.dot.gov/odapc>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with these regulations.

Portions of this policy are not DOT-mandated but reflect IDEA Public Schools Transportation Department's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 29, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All IDEA Public Schools Transportation Department employees are subject to the provisions of the Drug-Free Workplace Act of 1998.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug stature for a violation occurring in the workplace shall notify the Safety and Route Manager no later than five days after such conviction.

2. Covered Employees

This policy applies to every person whose position requires the possession of a commercial driver's license (CDL); every employee performing a "safety-sensitive function" as defined below, and any person applying for such positions.

Under FMCSA (Part 382), you are a covered employee if you perform any of the following safety-sensitive functions:

- Driving a commercial motor vehicle which requires the driver to have a CDL
- Waiting to be dispatched to operate a commercial motor vehicle
- Inspecting, servicing, or conditioning any commercial motor vehicle
- Performing all other functions in or upon a commercial motor vehicle (except resting in a sleeper berth)
- Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloading, remaining in readiness to operate the vehicle, or giving or receiving receipts for shipments being loaded or unloaded
- Repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle

Under FTA (Part 655), you are a covered employee if you perform any of the following safety-sensitive functions:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul, and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

3. Prohibited Behavior

Use of illegal drugs is always prohibited. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in Part 40. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test prior to performance.

All covered employees are prohibited from consuming alcohol within four (8) hours prior to the performance of safety-sensitive job functions.

All covered employees are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

4. Consequences for Violations

FTA Consequences

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional.

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties for at least eight hours unless a retest results in the employee's alcohol concentration being than 0.02.

FMCSA Consequences

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and referred to a Substance Abuse Professional (SAP).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of the employee's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

Treatment/Discipline

Zero Tolerance

Per IDEA Public Schools Transportation Department policy, any employee who tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be referred to a Substance Abuse Professional (SAP) and terminated from employment.

5. Circumstances for Testing

Pre-Employment Testing

Pre-employment alcohol tests are conducted after making a contingent offer of employment or transfer. All pre-employment alcohol tests will be conducted using the procedures set forth in 49 CFR Part 40

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT pre-employment drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

FMCSA Drug Testing Exceptions

A driver is not required to undergo a pre-employment test if:

- (1) The driver has participated in a DOT testing program within the previous 30 days: and
- (2) While participating in that program, either:
 - (i) Was drug tested within the past six months (from the date of application with IDEA Public Schools Transportation Department), or
 - (ii) Participated in the random drug testing program for the previous 12 months (from the date of application with IDEA Public Schools Transportation Department); and
- (3) IDEA Public Schools Transportation Department can ensure that no prior employer of the driver of whom IDEA Public Schools Transportation Department has knowledge has records of a violation of this part or the controlled substances use rule of another DOT agency within the previous six months

Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when IDEA Public Schools Transportation Department has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

Post-Accident Testing

FTA Procedures

Covered employees shall be subject to FTA post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by IDEA Public Schools Transportation Department using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, and the covered employee may have contributed to the accident
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, and the covered employee may have contributed to the accident
- (3) The vehicle is a rail car, trolley car or bus, or vessel, and is removed from operation, and the covered employee may have contributed to the accident
- (4) **After any type of accident, whether at fault or not, all IDEA Transportation Employees will be subjected to a post-accident drug and alcohol test**

In addition, any other covered employee whose performance could have contributed to the accident, as determined by IDEA Public Schools Transportation Department using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

FMCSA Procedures

Covered employees shall be subject to FMCSA post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee who was performing safety-sensitive functions with respect to the vehicle.

Non-fatal Accidents

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, an alcohol test will be conducted on each driver

who receives a citation within eight (8) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene; or
- (2) One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce, and not involving the loss of a human life, a drug test will be conducted on each driver who receives a citation within thirty-two (32) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene; or
- (2) One or more motor vehicles incur disabling damage and must be transported away from the scene by a tow truck or other motor vehicle.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year within each DOT agency. The current year testing rates can be viewed online at <http://www.dot.gov/odapc/random-testing-rates>. If a given driver is subject to random testing under the rules of more than one DOT agency, the driver will be subject to random drug and alcohol testing at the annual percentage rate established by the DOT agency regulating more than 50% of the driver's function.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee will only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

Employees may also be subject to off duty drug testing.

Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Employees are to immediately proceed straight to the designated testing site without stopping at other points along the way.

An employee who fails to test less than 2 hours from when they were notified of the random test will be considered to have refused to test.

Random Testing – End of Shift (FTA)

Random testing may occur anytime an employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide advance, verifiable notice of scheduled medical or child care commitments will be random drug tested no later than three hours before the end of their shift and random alcohol tested no later than 30 minutes before the end of their shift. Verifiable documentation of a previously scheduled medical or childcare commitment, for the period immediately following an employee's shift, must be provided at least 48 hours before the end of the shift.

Return to Duty Testing

Any employee who is allowed to return to safety-sensitive duty after failing or refusing to submit to a DOT drug and/or alcohol test must first be evaluated by a substance abuse professional (SAP), and provide a negative drug and/or alcohol test result. All tests will be conducted in accordance with 49 CFR Part 40, Subpart O.

Follow-up Testing

Employees returning to safety-sensitive duty following leave for substance abuse rehabilitation will be required to undergo unannounced follow-up alcohol and/or drug testing for a period of one (1) to five (5) years, as directed by the SAP. The duration of testing will be extended to account for any subsequent leaves of absence, as necessary. The type (drug and/or alcohol), number, and frequency of such follow-up testing shall be directed by the SAP. All testing will be conducted in accordance with 49 CFR Part 40, Subpart O.

6. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

Dilute Urine Specimen

If there is a negative dilute test result, IDEA Public Schools Transportation Department will conduct one additional retest. The result of the second test will be the test of record.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. IDEA Public Schools Transportation Department guarantees that the split specimen test will be conducted in a timely fashion. Employees shall be required to pay for the test.

7. Test Refusals

As a covered employee, you have refused to test if you:

- (1) Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by IDEA Public Schools Transportation Department.
- (2) Fail to appear for any test (except a pre-employment test) within 2 hours**
- (3) Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- (4) Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- (5) In the case of a directly observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- (6) Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.

- (7) Fail or decline to take a second test as directed by the collector or IDEA Public Schools Transportation Department for drug testing.
- (8) Fail to undergo a medical evaluation as required by the MRO or IDEA Public Schools Transportation Department's Designated Employer Representative (DER).
- (9) Fail to cooperate with any part of the testing process.
- (10) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly observed test.
- (11) Possess or wear a prosthetic or other device used to tamper with the collection process.
- (12) Admit to the adulteration or substitution of a specimen to the collector or MRO.
- (13) Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- (14) Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions, and referred to a SAP.

8. Voluntary Self-Referral

FMCSA Procedures

Any covered employee who has a drug and/or alcohol abuse problem and has not been selected for reasonable suspicion, random or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the HR Department, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function until successful completion of a prescribed rehabilitation program. Prior to participating in a safety-sensitive function, the employee must also undergo a DOT return-to-duty drug test with a verified negative result and/or a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

9. Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to their direct manager. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

10. Contact Person

For questions about IDEA Public Schools Transportation Department's anti-drug and alcohol misuse program, contact:

Emmanuel Hernandez-Transportation Safety Manager | IDEA Public Schools-956-332-8015

All individuals performing safety sensitive functions are covered under this policy. Job titles covered under this policy include but are not limited to:

Bus Drivers, Part Time Bus Drivers, Campus Transportation Manager, Assistant Campus Transportation Manager, Mechanics (Local and District), Executive Drivers, Warehouse Driver, Warehouse Managers.

Fleet Maintenance

Pre/ Post trip inspections

Pre/Post trip inspections must be conducted according to current DOT standards. In recent years the inspection has become more strenuous due to safety concerns while DOT officials conduct random checks. At IDEA we strive to do things better for our students. When it comes to pre/post trip inspections this is no different. A properly conducted pre/post trip inspection will make it possible to identify defects before a breakdown is experienced. Please refer to ...pre-trip guide link.... For a step by step guide how to complete a proper pre/post trip inspection in accordance with IDEA's standards. You will conduct a pre/post trip inspection that is broke down into four different areas. These areas are Inside the bus, under the hood, exterior of bus, and under the bus. Each of the locations has specific safety related items that must be inspected on every pre/ post trip inspection.

Pre-trip inspections are required before all routes and trips. After the completion of the route or trip a post-trip inspection must be completed. All pre/post trip inspections must be completed through the Synovia Tablet, if the tablet is not working to complete the inspection a paper copy of the DVIR should be used and the first reported item should be the Synovia systems not working.

Synovia Technology

At IDEA we utilize a technology referred to as Synovia. Inside your school bus you will find a tablet mounted to the dash. This tablet has many different functions and should always be used for your routes, the primary function of the Synovia tablet is the track student ridership which also allows functionality of our Parent app Here Comes the Bus. This app allows parents to track their children and identify if the student is on the school bus or not. As mentioned in the previous section the Synovia tablet also is our primary tool for pre/ post trip inspections. Synovia allows you to know which stop a student belongs to and identifies the student if they do not belong on your bus or even if they are at the incorrect stop. Please review the following link under the Synovia section for a step by step guide on how to use the Synovia tablet: [Pre Post Trip Inspection and Synovia Guide](#)

AT&T Radios

Each school bus is equipped with an AT&T Push to Talk Radio and base kit. This system works just like your traditional style of radios. The radios are preset to your campus and communication is as simple as a push of the button the microphone that is a part of the base system that includes a mounted speaker to better hear and remain hands free. You should not use the radio while driving, if you need to contact dispatch, you should pull over to a safe location or use the radio before leaving your current stop.

Communication on the radios should always be professional and courteous. The radios are for the professional use of transporting students. This includes messages to dispatch pertaining to your route, communicating traffic conditions. The radios should not be used to carry out a conversation with a fellow driver. IDEA Transportation utilizes codes to clearly communicate the functions of transporting students. In the follow link under Radio Codes ...pre-trip guide link.... you will find a list of all the codes that can potentially be used on a daily basis.

Special Transportation

American with Disabilities Act (ADA) Complaint

The Americans with Disabilities Act (ADA) gives civil rights protections to individuals with disabilities that are like those provided to individuals based on race, sex, national origin, and religion. It guarantees equal opportunity for individuals with disabilities in employment, public accommodations, transportation, State and local government services, and telecommunications.

Vehicles used to transport students with disabilities must be equipped with the proper modifications.

Facilities must also meet ADA guidelines and regulations

CPR Certification

- The American Heart Association defines CPR as an emergency lifesaving procedure performed when the heart stops beating. Immediate CPR can double or triple chances of survival after cardiac arrest.
- IDEA Transportation in concurrence with the Special Education Department requires all drivers and monitors to have first aid and CPR Requirements.
- IDEA does not acknowledge or accept online CPR classes.
- IDEA will only accept CPR Certifications from certain agencies.

CPI Certification

Crisis Prevention Intervention (CPI) Training is a nonviolent crisis intervention, which is a program focusing on the safe management of disruptive and assaultive behavior.

Being part of the SPED team, you must adhere to student control and management in nonviolent manner.

Extra Duties

- As a driver/monitor you will need to perform additional duties for two primary reasons: 1) to complete your work hours, and because it part of the job description.
- Duties will be delegated by the transportation manager and the APO
- Duties will be assigned on the needs of the campus.
- Drivers will also be responsible for the maintenance, cleaning of the vehicles, and inspections.

Transportation Logs (SHARS)

School Health and Related Services (SHARS) is a Medicaid financing program and is a joint program of the Florida Education Agency and the Florida Health and Human Services Commission (HHSC). SHARS allows local school districts/shared services arrangements (SSA's) to obtain Medicaid reimbursement for certain health-related services provided to students in special education. Using existing state and local special education allocations as the state match, SHARS providers are reimbursed the federal share of the established reimbursement rate.

School districts/SSA's receive federal Medicaid money for SHARS services provided to students who meet all three of the following requirements. These students must:

- Be Medicaid eligible.
- Meet eligibility requirements for Special Education described in the Individuals with Disabilities Education Act (IDEA).
- Have Individual Educational Plans (IEPs) that prescribe the needed services.

The Transportation SHARS are to be filled out daily and turned in to the Transportation Manager when the month is over. The SHARS log will be used to monitor daily student ridership count. The SHARS will be filled out by both the driver and monitor.

Student Management

It is imperative to understand that SPED transportation is different from general education transportation. There are certain guidelines and regulations that must be followed to abide by each student's individual education plan.

- In SPED Transportation the driver and the monitor are both equally responsible for the behavior, conduct, and management of their assigned vehicle/van.
- All corrective actions will be guided through the child's individual education plan (IEP).

- All incidents must be reported immediately after the route is completed.

Nonetheless, the driver and monitor must be assertive and have clear expectation when operating the vehicle.

- Assertive Attitude: Expect proper behavior from students in order to operate the van safely. Do not expect less.
- Assertive Speaking: Be firm, fair and persistent without arguing with the students. Be friendly but not particular. Learn student names. Listen to students and address concerns properly.
- Discipline Plan: Rules and consequences are clearly stated in writing. Rewards may be used to encourage a positive behavior and atmosphere. Drivers are not allowed to give any gifts to students.
- Van Expectation:
 - Students are assigned in their assigned seats
 - Students are used safety restraints such as seat belts, or special requirements for certain students.
 - No yelling
 - No throwing objects
 - Sitting down at all times.

Back Up Coverage

Every driver and monitor will be on standby the days they do not work. This falls under the backup coverage. You will fill in the duties of the driver or monitor whenever one is not available.

- Advanced Notice -When a driver gives advanced notice of leave of any kind the transportation manager will set up a schedule to cover that driver's shifts, duties, and routes. This will be in collaboration with the campus APO.
- If "little or short notice" is given
 - The operator must notify the transportation manager immediately.
 - The transportation manager will make the proper arrangements with other drivers to ensure the route is covered.
- If "NO" notice is given.
 - The transportation manager will make the proper arrangements to cover the route. Rules and policies for "no show-no call" will apply, which is highlighted in the attendance policy.

Human Resources Reminders

Dress and Grooming

IDEA endeavors to maintain a pleasant, healthy, and professional working environment, always. The dress and grooming of IDEA's employees shall be clean, neat, in a professional manner appropriate for their assignments, and in accordance with any additional standards established by their supervisor and the Executive Office. IDEA campuses may establish more specific guidelines within this general policy, which will be provided to faculty and staff at the campus level.

Uniform

Employee Uniforms will be issued and must always be worn while employee is on duty. Safety Vests are also part of uniform requirements and must be worn while performing pre- trip, post- trip inspections and directing traffic and when on route or returning from route.

The following is a partial list of attire that is prohibited:

- No leather soled shoes, open-toe shoes (sandals, flip-flops, etc.) at any time.
- No high heel shoes.

- No clothing that depicts or advertises drugs, alcohol, tobacco, violence, sex, or gangs. Clothing with offensive graphics, words or sayings is not allowed (some examples may include, but are not limited to, clothing with sexual, violent, or profane connotations).
- No tight or sweatpants allowed.
- No short shorts allowed.
- Appropriate undergarments must always be worn.
- No sleeveless shirts or blouses that are too revealing.
- Tattoos must be covered.
- No cutoff jeans.

Footwear Safety Policy:

- IDEA Public Schools requires all School Bus drivers / Mechanics to use safe footwear that are:
- Slip Resistant - Sole must have a raised tread pattern on heel and whole sole with a leading cross hatch, edge in many directions.
- Ankle Protection - Provides protection to the ankle and calf.
- Chemical Permeability Resistant - In other words choose footwear that is resistant to water, oil, chemicals, and heat.
- Impact and Compression Resistant – Footwear that will protect against heavy objects dropped that could potentially cause severe foot injury.
- Flip flops, sandals or open toed shoes are prohibited.

General Dress Guidelines

- Hygiene practices should include a daily shower and change of clothing (more often if needed).
- Dirty, damaged clothing (holes, tears, stains, faded or raveled) or excessively tight or oversized clothing is not allowed.
- Workout clothes, such as sweatshirts, sweatpants, leotards or tights are not allowed.
- Beach/picnic wear, such as shorts, thong sandals, tank tops are not allowed.
- No bare midriffs are allowed.

SCHOOL BUS DRIVER HANDBOOK ACKNOWLEDGEMENT OF RECEIPT & COMPLIANCE

Drivers are required, as a part of their employment, to sign a statement agreeing to study and follow all Transportation Department rules, policies and procedures in addition to all other policies and procedures of IDEA and the Employee Handbook.

Any employee violating the rules and procedures of this Handbook, or other policies, procedures or Employee Handbook, or directives of their immediate supervisor(s) or management shall be subject to disciplinary action, up to and including termination.

I, (Print Name), _____, hereby acknowledge that I have received a copy

of the “Handbook for School Bus Drivers” and that I will comply with all the rules and procedures contained herein. I understand that if I have questions or concerns at any time about the Handbook or the Standards of Conduct, I will consult my Transportation Campus Manager, the Regional Transportation Manger, the Safety Manager, or the Director of Transportation.

Date

Signature

**IDEA Florida
Board Action Item
November 9, 2021**

Subject: 2021-2022 Budget Amendment

Proposed Board Action: For Approval

Executive Summary:

The proposed budget amendment recognizes adjustments due to actual versus projected enrollment, as well as additional revenues associated with federal funding.

Supporting Documentation: Summary of Requested Budget Amendments

Presenter: Andrew Clarence, Director of Financial Planning and Analysis

Proposed Transfers

Andrew Clarence
Director of Financial Planning & Analysis

2021-22 IDEA Tampa Proposed Transfers

IDEA Florida – Requested Budget Amendments For the Month of November 2021

#	Revenue	Expense	Fund	Amendment Description	Region
Fund	Transfer Total	Org	New Org/Fund	Transfers Between Organization Codes	
4125	\$18,900.00	5240	6305	Budget to fund EmpowerED (Teacher Coaching and certification)	TAMP
4125	\$26,010.00	6210 & 6301	6300	Org 6300 Merge	TAMP

Proposed Budget Amendments

Andrew Clarence
Director of Financial Planning & Analysis

2021-22 IDEA Tampa Bay Pro forma

IDEA TAMPA BAY	Original 2021-22 Pro Forma	Enrollment 2021-22 Pro Forma	PER EAA
	Base Case - 976	Base Case - 863	863
State Revenue (FEFP)	8,255,557	7,356,520	8,524
Schools Of Hope	12,301,767	12,724,970	14,745
Philanthropic	1,660,000	1,660,000	1,924
All Other Revenue	4,572,653	6,235,672	7,226
TOTAL REVENUE	26,789,977	27,977,162	32,418
Campus Staff Contracted Service	8,520,207	8,295,694	9,613
<i>Bonus</i>	405,048	331,458	384
Campus Operating	2,308,457	3,154,181	3,655
Auxiliary Campus Staff Contracted Service	1,262,634	1,993,421	2,310
Auxiliary Campus Operating	1,708,969	1,708,969	1,980
<i>Facilities Leases</i>	2,200,000	2,200,000	2,549
<i>Transportation Leases</i>	0	0	0
Child Nutrition Program Contracted Service	648,968	934,014	1,082
Child Nutrition Program Operating	1,212,598	1,212,598	1,405
Regional Staff Contracted Service	2,899,711	2,947,661	3,416
<i>Bonus</i>	52,160	69,718	81
Regional Operating	2,652,345	2,652,345	3,073
<i>Management Fee (Tampa)</i>	991,556	901,652	1,045
TOTAL EXPENSES	\$24,862,653	\$26,401,711	30,593
OPERATING INCOME	\$1,927,324	\$1,575,451	1,826
Operating Income Target, 5% Reserve	1,339,499	1,398,858	1,621
Amount Over/(Under) Target	\$587,825	\$176,593	205
Capital Expenditures	587,825	587,825	
Depreciation			
Surplus	\$1,339,499	\$987,626	1,826

Assumptions

- 914 Students Total enrolled, **-62 Below original Budget Driver**
- 863 New Budget Driver EAA 97.5%

Revenue

- **\$899 K** Florida Education Finance Program Revenue Decline (Combination of enrollment and state aid adjustments)
- **\$1.6 M** ESSER II Amendment not previously included
- **\$423 K** School of Hope (Carry Forward)
 - Year 0 Expenses that were ordered this fiscal year
- **\$230 K** IDEA Part B, Special Education

Expenses

- \$89.9 K Management Fee decline directly tied to State funding (FEFP)
- **\$757 K** ESSER
 - Flex Teachers
 - G3 Midday and Afterschool Care
- **\$745 K** ESE Staffing
 - 8 Teachers
 - 4 Co-Teachers

Walk-forward

- **\$1.6 MM** ESSER II Allocation
- **\$899 K** Florida Education Finance Program Revenue Decline

2021-22 IDEA Jacksonville Pro forma

IDEA Jacksonville	2021-22 Pro Forma	2021-22 Pro Forma
	Original	Amendment
State Revenue	8,118,193	9,071,459
All Other Revenue	0	0
Total Revenue	8,118,193	9,071,459
Campus Staff Contracted Service	2,115,980	2,472,783
<i>Bonus</i>	68,975	97,475
Campus Operating	782,000	782,000
Auxiliary Campus Staff Contracted Service	58,324	160,902
Auxiliary Campus Operating	\$ -	0
<i>Facilities Leases</i>	0	0
Child Nutrition Program Contracted Service	\$ -	304,855
Child Nutrition Program Operating	\$ -	0
Regional Staff Contracted Service	2,593,870	1,449,459
<i>Bonus</i>	256,888	219,969
Regional Operating	2,715,926	2,715,926
<i>Management Fee</i>	0	0
Total Expenses	\$8,591,962	\$8,203,369
Operating Income	-\$473,769	\$868,091
Operating Income Target		
Amount Over/(Under) Target	-\$473,769	\$868,091

Assumptions

- 0 Philanthropic

Revenue

- **\$953 K** School of Hope (Carry Forward)
 - Year -1 Savings

Expenses

- **\$102 K** Facilities Managers Year 0 Q3 Start
- **\$ 304 K** CNP Staff Year 0 Q3 Start
 - Cafeteria Mangers
 - Cafeteria Assistant Managers

Walk-forward

- Updated Coding from Regional Org to Campus Orgs

**IDEA Florida
Board Consent Item
November 9, 2021**

Subject: Grading Policy

Proposed Board Action: For Approval

Executive Summary:

The IDEA Florida 2021-22 Grading Policy was adopted by the Board on July 30, 2021. The proposed amendment to the policy incorporates performance in the Accelerated Reader and Learning Hotspot (math) into each student's ELA and Mathematics grades respectively, accounting for 5% of total grade.

Supporting Documentation: IDEA Grading Policy with Proposed Changes

Presenter: Colleen Stearns, VP of Curriculum and Instruction

IDEA Florida Grading Policy

Section 1: Core Tenets

The IDEA Public Schools grading policy supports our mission of sending 100% of our scholars to and successfully through college, acknowledging that graduating from college is the single most effective anti-poverty strategy.

The IDEA grading policy is designed to effectively evaluate student achievement and signal an accurate level of student mastery to all audiences. The policy ensures equity across all schools and motivates and empowers students to be successful on their path to and through college. Ultimately, grades should reflect the level of student mastery on grade-level work. The policy is aligned to this belief and gives campus leaders discretion to meet the unique needs of their students.

Section 2: Progress Reports

Progress reports should be provided, at a minimum, to parents by the fourth week of the grading period for all students in all courses. Schools and teachers may communicate more frequently about grades at their discretion.

Section 3: Assessment Weights and Categories

The gradebook has **only two categories** of student tasks: Summative and Formative. **Summative assessments** determine student mastery after an instructional phase (e.g. a Unit) is complete, comparing against specific objectives, external assessments, and/or other students to accurately reflect cumulative learning. **Formative assessments and assignments** are used throughout a unit or instructional phase to inform instructional decisions, motivate and teach students how to improve, and clearly signal academic expectations to determine how students are progressing towards a certain mastery goal. The impact of Summative Assessments grows with grade level bands to match their increasing value in collegiate syllabi. The table below provides categorical weights and examples of each type of assessment.

Category	Examples	Minimum Required	PK-5, Alt. Courses	6-8	9-10	11-12
<p>Summative <i>Summative assessments</i> evaluate the level of mastery after an instructional phase is completed.</p>	<p>DI PK-2: Mastery Tests Non-DI: Unit Assessments; End-of-Module Assessments; Embedded Assessments; Papers, reports, presentations, and other compositions that conclude an instructional phase</p>	Varies by course; only assessments listed should be summative	25%	35%	45%	55%

<p style="text-align: center;">Formative</p> <p><i>Formative assessments and assignments provide ongoing feedback to teachers to improve instruction and to students to improve their learning.</i></p>	<p>DI PK-2: Independent work, fix-ups, checkouts, and Homework</p> <p>Non-DI: Quizzes; Classwork and Tasks; Mid-unit, Mid-Module, or biweekly assessments; Written work (e.g. journals, OERs or essays); Socratic Seminars; Dialogue; Practice Problems and Homework; Exit Tickets, etc.</p>	2 per week	75%	65%	55%	45%
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Within these categories, *teachers have the freedom to change the score type, assignment weight, and total points for individual assignments* within the gradebook to best represent the meaningfulness of each grade. Principals may require a specific number of homework assignments to be included in the gradebook. In compliance with [Florida Statute 1003.4156](#), a student’s performance on an End of Course assessment constitutes 30% of the student’s final course grade. This applies only to the Algebra I, Geometry, Biology, and Civics courses.

All grades that impact a student’s cumulative grade should validly and reliably represent student mastery, not behavioral or other factors, and thus should not represent behavioral items such as attendance, homework or task completion, or participation (exempting, for example, performance-based assessments with clear criteria for mastery, such as Socratic Seminars). Teachers may record these items in the gradebook by selecting “Collected Only” as the *assignment score* or recording the *assignment weight* as 0. In Academies, there is a separate section on each report card to communicate behavioral development, where there will be a selection of comments that teachers can use to better inform and support families and to provide meaningful feedback on non-academic growth.

Section 1003.437, Florida Statutes, requires the following measures and interpretations and shall be adopted for all grades at IDEA Public Schools, Kindergarten through grade 12:

Grade	Percentage	Grade Point Value	Definition
A	100 – 90	4	Outstanding Progress
B	80-89	3	Above Average Progress
C	70-79	2	Average Progress
D	60-69	1	Lowest Acceptable Progress
F	0-59	0	Failure
I	0	0	Incomplete

Section 4: Failing Grades and Missing Grades

The parents, teachers, and the school share responsibility for helping students succeed, and student grades entered in the gradebook should be an accurate reflection of the student’s level of mastery. With regards to failing grades, teachers should afford a student a reasonable opportunity to make up or redo a class assignment or examination for which the student received a failing grade so that they can demonstrate relative mastery of grade-level work. Anything that is stipulated in a student’s IEP supersedes the policies stated here.

4.A: Missing Grades Due to Absences

It is the teacher's/facilitator's responsibility to provide work for students who are absent and to support them in getting any needed re-teach, resources, and/or opportunities. In ideal circumstances, late work and assessments would be submitted within the same number of days that the student was absent, but it may be more reasonable to allow until the end of the unit or the end of the grading period, whichever occurs sooner. In case of missed assignments due to extended absence, campuses and teachers may provide individualized alternative options and due dates or provide alternative programs, on case-by-case basis. In the case of absences due to pull-out intervention, AR and Hotspot facilitators should create a plan to ensure they have sufficient quiz scores and remain on track for their progress benchmark, respectively. Campus leadership and teachers should provide reasonable opportunities for students to make up assignments missed due to extended absences and/or extenuating circumstances within the grading period in which the student was absent. If assignments are not made up within the grading period, a **written intervention plan** should be instituted.

4.B: Failing Grades on Assignments

What determines a reasonable opportunity to make up or redo a failing grade depends on the grade level, task, curriculum, and individual circumstances. Campuses may determine point deductions and timelines for retakes and make-up work and should implement a plan that proactively develops the skills needed to show more individual responsibility as students transition to upper grades. Students who have a failing assessment grade should be given an opportunity to retake failed assignments at least one time, but not more than three times, within three weeks. In Direct Instruction coursework, student must have the opportunity to retake the assessment up to three times until they show mastery. Students in grades 6th through 12th should individually arrange with their teacher to retake failed summative assessments within three weeks and to plan any remediation prior to retaking. As with previous sections, campuses may determine point deductions and timelines for work turned in late (not due to an absence). They will ensure grade-level teachers are aligned in their practice and mindful of student development.

Research on the practice of awarding a zero on a 100-point scale for missing work suggests that it 1) disproportionately punishes students in poverty, minority students, lower performing students, and students with disabilities; 2) conveys inaccurate information about the students' level of mastery; 3) typically fails to effectively motivate or develop personal accountability; and 4) disproportionately negatively impacts the calculation of cumulative grades. Because of this research and the fact that this policy states that grades must reflect the student's relative mastery, giving a "0" for a missing or incomplete assignment is prohibited. If a student has three or more "Incompletes" in the gradebook for a grading term, the teacher will write an **<intervention plan.>**

4.C: Failing Grades on Report Cards

We monitor cumulative grades during grade verification to ensure that students have sufficient opportunities to show mastery throughout the year. Our system will automatically flag grades that make a student likely powerless to succeed in subsequent terms, by checking whether it is still possible to pass the semester/year if the student were to earn As in subsequent semesters. The system will send a list of students who are receiving a term grade below 50 to the principal to monitor and communicate. *Inc* or "Incomplete" may be temporarily used on the report card grade until a student, who needs to complete certain mastery tasks, is held accountable for those assessments or assignments. For each student whose Report Card grade is below a 50 or has *Inc*, the teacher and/or team will create a **<written intervention plan>** to ensure that the student has opportunities to improve

academic performance to reach the passing standard for the course. The principal will evaluate the quality of the plan, including the content, timeline, intended outcome, communication and the mechanism for delivery. This plan should be ready prior to finalizing the grades, so it can be communicated to relevant students, families, and/or teachers immediately. Students who are on track for retention must be considered for and documented for RtI. To change a grade for a previous term after Report Cards have been issued, teachers must request a *Historical Grade Change* form from the SIS/Registrar.

Section 5: Grading of District-Normed Assessments and Instruments

Because of the variance in assessment designs and scales, acceptable performance on assessments can vary greatly by assignment. For example, an AP score of 2 denotes that a student is ready to take that course in college, but to show mastery that would earn the student college credit, a student needs to earn a 3 or greater on the AP exam. For some AP tests, a student will earn a 2 with a demonstrated mastery of 27% of the assessment content and 40% mastery of the assessment content would earn the student a qualifying score of 3. These grades would both represent failing grades on a 100-point scale, so adjustments are necessary align to letter- grading. These adjustments will be needed for any assessment where the performance band does not align to the letter grading.

In the table below are examples of how one could use Mastery Bands to select an appropriate letter grade, based on the alignment of the assessment. For example, Student A in AP Biology showed 21% correct on his AP-aligned unit exam, and, since that is equivalent to a Level 1 score, the teacher entered a 55 in the gradebook to represent the level of mastery. Student B had 88% mastery on her STAAR-aligned assessment for 5th math, and the teacher used the “Masters” level to indicate As, entering a 91 in the gradebook. Student C is 1 grade level behind in reading in 1st grade, but is meeting progress each week at mastery, so the teacher input a 69 in the gradebook.

Consult your manager for guidance about how match letter grades to mastery, as the examples in the table below are examples and not prescriptions.

TABLE 1: EXAMPLES OF SELECTING A STUDENT GRADE ON A 100-POINT SCALE BASED ON RELATIVE STUDENT MASTERY

AP-aligned assessment example: AP Bio. (Student A)		FSA-aligned assessment example: 5 th Math (Student B)	
Raw % Score	AP Mastery Bands	Raw % Score	FSA Mastery Bands
75-100	Level 5	86-100	5
60-74	Level 4	72-86	4
40-59	Level 3	65-71	3
27-39	Level 2	47-64	2
0-26	Level 1	0-46	1

Section 6: Assessment Weight for Blended Spaces

The assignment weights for the Blended Spaces align to the students' program goals and the honor roll status for the campus. Since these courses are non graded courses, the grades for AR and iLearning Hotspot will be part of the ELA and Math classroom gradebook as a separate assignment for each quarter and will constitute 5% of the weight for the class. These key metrics determine student success and maximize the impact of the Blended Spaces programs. Data show that when students meet AR Zone and iLearning Hotspot goals, they experience the most substantial improvements in reading and math comprehension and test results.

	AR		Hotspot	
Grade	1-5	6-8	1-5	6-7
Summative	None	None	None	None
Formative	Word Count—100%	Word Count—100%	DreamBox lessons completed—100%	Dreambox lessons completed—100%

Section 7: Grading for Students with Disabilities

RISE teachers should grade students based on formal and informal assessments. Below is a chart to help guideteachers on various types of assessments that will be utilized to measure the progress students demonstrate. Gradebooks are set up with the following weight categories.

Category	Examples	PK - 21
<p>Summative</p> <p><i>Summative assessments</i> are for evaluating the level of mastery after an instructional phase is completed</p>	<p>DI PK-2: Mastery Tests</p> <p>Non-DI: Unit tests, Embedded Assessments, End of Module Exams, reports, presentations, and other compositions that culminate an instructional phase</p>	25%
<p>Formative</p> <p><i>Formative assessments and assignments</i> provide ongoing feedback to teachers to improve instruction and to students to improve their learning.</p>	<p>DI PK-2: Independent work, fix ups, and homework</p> <p>Non-DI: Quizzes, classwork tasks, mid-unit assessments, written work (journals, OERs, essays), Socratic Seminars, Dialogue, practice problems, homework, exit tickets</p>	75%

**IDEA Florida
Board Consent Item
November 9, 2021**

Subject: Agreement with BCI Integrated Solutions for Alarm Monitoring Services

Proposed Board Action: For Approval

Executive Summary:

The proposed agreement between IDEA Florida and BCI Integrated Solutions, Inc. is for alarm monitoring services at the Tampa regional office. Upon execution of the agreement, BCI will install a cellular intrusion alarm dialer and connect it to the control panel. The term of the agreement is for 3 years at \$480.00 per year.

Supporting Documentation: Draft Agreement for Alarm Monitoring Services

Presenter: Julene Robinson, Executive Director IDEA Tampa Bay

INTRUSION ALARM MONITORING AGREEMENT

This Agreement is entered into this date _____ by and between **BCI Integrated Solutions** hereinafter referred to as "COMPANY" and **IDEA Florida, Inc** hereinafter referred to as "Subscriber".

1. DESCRIPTION OF SERVICES PROVIDED:

COMPANY agrees to provide monitoring service as hereinafter set forth for the Intrusion Alarm System owned by Subscriber and located at **11612 North Nebraska Avenue, Tampa, FL 33612**

SUBSCRIBER INFORMATION

Cellular Intrusion Monitoring for IDEA Florida, Inc. BCI will install a cellular Intrusion alarm dialer and connect it to the Bosch Intrusion Control panel for Cellular Dialing Capabilities. The cost of this dialer and installation is amortized over the term of the monitoring agreement.

2. PAYMENT AND TERMS:

3. Subscriber agrees to pay to COMPANY, its agents or assigns for monitoring, the sum of \$480.00 plus applicable sales tax per year payable annually in advance. The first payment shall be paid upon execution of this Agreement. This agreement shall be for an initial term of three (3) year and shall automatically be renewed for like periods at the same monitoring rate, unless either party notifies the other in writing of its intention to terminate this Agreement, not less than thirty (30) days prior to the expiration of the original term or renewal term thereof. COMPANY may increase the monthly monitoring rate for any renewal period by giving Subscriber sixty (60) days prior written notice. Subscriber agrees to pay to COMPANY, its agents or assigns for monitoring, the sum of \$480.00 plus applicable sales tax

4. **RECEIPT OF COPY:** SUBSCRIBER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND FOR RESIDENTIAL SYSTEMS. TWO COPIES OF THE NOTICE OF CANCELLATION.

5. **CANCELLATION:** (RESIDENTIAL ONLY) YOU, THE SUBSCRIBER MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

6. COMPANY IS NOT AN INSURER; LIMITATION OF LIABILITY:

5.1 It is understood and agreed: That COMPANY is not an insurer, that insurance, if any, shall be obtained by Subscriber; that the payments provided for herein are based solely on the value of the service as set forth herein; that COMPANY makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designed to detect or avert. Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to monitoring or the failure of the system to properly operate with resulting loss to Subscriber because of, among other things.

- (a) The uncertain amount or value of Subscriber's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;
- (b) The uncertainty of the response time of any police department, fire department, paramedic unit, or others, should the police department, fire department, paramedic unit, or others be dispatched as a result of a signal being received;
- (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by COMPANY'S failure to perform or by its equipment to operate.
- (d) The uncertain nature of occurrences which might cause injury or death to Subscriber or any other person which the system is designed to detect or avert;
- (e) The nature of the service to be performed by COMPANY.

Subscriber understands and agrees that if COMPANY should be found liable for loss or damage due from failure of COMPANY to perform any of the obligations herein, including, but not limited to monitoring service, or the failure of the service or equipment in any respect whatsoever, COMPANY'S liability shall be limited to a sum equal to the total of six monthly payments or Two Hundred Fifty Dollars (\$250.00), whichever is the lesser, and this liability shall be exclusive, and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this Contract, or from negligence, active or otherwise of COMPANY, its agents, servants, assigns or employees.

6.2 Subscriber wishes COMPANY to assume a greater limited liability, Subscriber may obtain from COMPANY a greater limitation of liability by paying an additional periodic charge to COMPANY. If Subscriber elects to exercise this option, a rider shall be attached to this Agreement setting forth the terms, conditions and amount of the limited liability and the additional charge. Such rider and additional obligation shall in no way be interpreted to hold COMPANY as an insurer.

6. COMPANY'S LIABILITY/DISCLAIMER OF WARRANTIES: COMPANY DOES NOT REPRESENT OR WARRANT THAT THE ALARM SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM OR SERVICE WILL PREVENT ANY LOSS BY BURGLARY HOLD-UP, OR OTHERWISE; OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. SUBSCRIBER ACKNOWLEDGES AND AGREES; THAT COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES; THAT COMPANY IS NOT AN INSURER; THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF, SUBSCRIBER HAS DISCUSSED THE AMOUNTS SET FORTH IN PARAGRAPH 5 WITH COMPANY'S AGENT, WHICH SETS FORTH COMPANY'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.

7. MONITORING SERVICES: Signals of the alarm systems owned by Subscriber at the premise hereinabove set forth shall be monitored by COMPANY. If in the opinion of COMPANY, use of the alarm system by Subscriber adversely affects the use of the signal receiving equipment, this Agreement may be terminated ten (10) days following written notice to Subscriber.

8. RESPONSE TO ALARMS:

8.1 Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the police department and notify the Subscriber or his designated representative by calling the telephone number supplied to COMPANY in writing by Subscriber. Upon written request from Subscriber, COMPANY will notify Subscriber or his designated representative first to receive authorization to dispatch the police department.

8.2 Upon receipt of a hold-up alarm signal, transmit the alarm to the police department.

8.3 Upon receipt of a sprinkler alarm signal, water flow signal, manual, smoke or automatic fire alarm signal, transmit the alarm to the fire department and notify Subscriber or his designated representatives by calling the telephone number supplied to COMPANY in writing by Subscriber. Upon written request from Subscriber, COMPANY will notify Subscriber or his designated representative first to receive authorization to dispatch the fire department.

8.4 Upon receipt of a monitor signal, notify Subscriber or his designated representative by calling the telephone number supplied to COMPANY in writing by subscriber.

8.5 TRANSMISSION LINES: Subscriber shall pay all charges made by any telephone company or other utility for installation, leasing and service charges of telephone lines connecting Subscriber's protected premises to COMPANY'S central station when a digital communicator is used. Subscriber acknowledges that if COMPANY utilizes a digital communicator for the purposes of transmitting alarm signals from Subscriber's premises to COMPANY'S central station that the signals from Subscriber's alarm system are transmitted over Subscriber's regular telephone service to COMPANY'S central station and in the event Subscriber's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from Subscriber's alarm system will not be received in COMPANY'S central station during any such interruption in telephone service and the interruption will not be known to COMPANY. Subscriber further acknowledges and agrees that signals which are transmitted over telephone company lines which are wholly beyond the control and jurisdiction of COMPANY and are maintained and serviced by the applicable telephone company or utility COMPANY at its option may utilize a radio frequency system for transmitting alarm signals from Subscriber's premises to COMPANY'S central station. Subscriber acknowledges that the use of radio frequencies are controlled by the Federal Communications Commission and changes in rules, regulations, and policies may necessitate the discontinuing use of such transmission facilities by COMPANY at COMPANY'S sole option. Subscriber further acknowledges that radio frequency transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures, or other conditions and events beyond the control of COMPANY.

9. COMPANY'S OBLIGATION: Subscriber and COMPANY agree that COMPANY'S sole and only obligation under this Agreement shall be to monitor signals received by means of the protective system and respond thereto as set forth in Section 8 of this Agreement.

10. FALSE ALARMS: In the event an excessive number of false alarms are caused by Subscriber's carelessness, malicious action, or accidental use of the alarm system, COMPANY may at its sole discretion deem same to be a material breach of contract on the part of Subscriber and, at its option, in addition to all other legal remedies set forth below, be excused from further performance, upon the giving of then (10) days written notice to Subscriber COMPANY'S excuse from performance shall not affect its right to recover damages from Subscriber.

In the event a fine, penalty or fee is assessed against COMPANY by any governmental or municipal agency as a result of any alarm originating from Subscriber's premises, Subscriber agrees to forthwith reimburse Company for same.

Subscriber represents that he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of COMPANY and which may cause the alarm to activate. Any and all such alarms which may occur shall not be construed as improper operation of the equipment nor as malfunction thereof nor shall any or all of such alarms excuse any of the obligations of Subscriber as set forth in this Agreement.

11. INTERRUPTION OR CANCELLATION OF SERVICE: COMPANY assumes no liability for interruption of monitoring service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of COMPANY and will not be required to supply monitoring service to Subscriber while interruption of service due to any such cause may continue. This Agreement may be suspended or cancelled without notice at the option of COMPANY, if COMPANY'S Central Station or Subscriber's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service or in the event COMPANY is unable to render service as a result of any action by any government authority.

12. SUBSCRIBER'S DUTIES AS TO USE OF SYSTEM: The Subscriber shall carefully and properly test and set the alarm system immediately prior to the securing of the premises and carefully test the system periodically during the term of this Agreement. Subscriber shall immediately report to COMPANY any claimed inadequacy in or failure of the system or service. Subscriber agrees to furnish COMPANY with all changes, revisions, and modifications to Subscriber's information in writing. When any device or protection is used, including but not limited to space protection which is affected by turbulence of air, occupied airspace change or other disturbing conditions, Subscriber shall turn off or remove all things, animate or inanimate, including but not limited to forced air heaters, air conditioners, horns, bells, animals, and any other sources of air turbulence or movement, which may interfere with the effectiveness of the system during closed periods while the alarm system is on. Subscriber shall have sole responsibility for silencing any audible device in the event COMPANY is called upon by Subscriber, governmental authority, or others to silence Subscriber's audible device, Subscriber agrees to pay for such service call at COMPANY'S then prevailing rate with a one hour minimum charge.

Subscriber shall obtain, pay for, keep in full force and effect all necessary licenses and permits for the installation use of the alarm System during the original and any renewal text of this Agreement.

13. ASSIGNEES/SUBCONTRACTORS OF COMPANY: COMPANY shall have the right to assign this Agreement to any other person, or corporation without notice to Subscriber and shall have the further right to subcontract any monitoring or other services, which it may perform. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to COMPANY'S maximum liability liquidated damages, and third party

indemnification, insure to the benefit of and are applicable to any assignees and/or subcontractors of COMPANY, and that they bind Subscriber with respect to said assignees and/or subcontractors with the same force and effect as they bind Subscriber to COMPANY.

14. DEFAULT BY SUBSCRIBER: If Subscriber fails to pay any amount herein provided within ten (10) day after the same is due and payable, or if Subscriber fails to perform any other provisions hereof with ten (10) days after COMPANY shall have requested in writing performance thereof, COMPANY shall have the right but shall not be obligated to exercise any one or more of the following remedies; (a) Recover the existing amount due from Subscriber and continue to monitor the system, in which case COMPANY shall be entitled to recover, in addition, the monthly charge due under the contract for said services or (b) Recover from Subscriber all sums COMPANY may be entitled to under the law.

15. DELINQUENCY; RECONNECT CHARGES: In the event any payment due hereunder is more than (10) days delinquent, COMPANY may impose and collect a late charge on the amount of the delinquency at the maximum rate permitted by Florida Law, but not greater than eighteen (18%) percent per annum. If the alarm system is deactivated because of Subscriber's past due balance, and if Subscriber desires to have the system reactivated, Subscriber agrees to pay in advance to COMPANY a reconnect charge to be fixed by COMPANY in a reasonable amount.

16. TERMINATION: Upon termination of this Agreement for any reason, Subscriber shall permit COMPANY or its agent to enter Subscriber's premises and disconnect Subscriber's transmitter or communicator from COMPANY'S monitoring network.

17. THIRD PARTY INDEMNIFICATION: When Subscriber in the ordinary course of business has the property of others in his custody or the alarm system extends to protect property of others, Subscriber agrees to and shall indemnify, defend and hold harmless COMPANY, its employees and agents for and against all claims brought by parties other than the parties to this Agreement. This provision shall apply to all claims regardless of including COMPANY'S performance or failure to perform and including defects in products, design, installation, maintenance, operation or non-operation of the system whether based upon negligence, active or passive, warranty or strict or product liability on the part of COMPANY, its employees, agents, but this provision shall not apply to claims for loss or damages solely and directly caused by an employee of COMPANY while on Subscriber's premises.

18. PURCHASE ORDERS: It is understood and agreed by and between the parties hereto, that if there is any conflict between this Contract and Subscriber's purchase order, or any other document, this Agreement will govern whether such purchase order or other document is prior or subsequent to this Agreement.

19. ATTORNEY'S FEES: In the event it shall become necessary for COMPANY to institute legal proceedings to collect the cost of any charges as set forth hereto, then and in such proceeding, Subscriber shall pay to COMPANY reasonable attorney's fees where permitted by law.

20. INVALID PROVISIONS: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

21. ENTIRE INTEGRATED AGREEMENT; MODIFICATION; ALTERATION; WAIVER: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties, and the parties rely only upon the contents of this Agreement in executing it. A writing signed by the parties of their duly authorized agent can only modify this Agreement. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. The parties agree that the Agreement is to be performed in the State of Florida and shall be governed by the State of Florida.

BCI Integrated Solutions

Approved: _____

Print: _____

Date Approved: _____

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN OFFICER OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND TO SUBSCRIBER THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY SUBSCRIBER UPON THE SIGNING OF THIS AGREEMENT

SUBSCRIBER

Sign: _____

Print: _____

Date Signed: _____

THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE ARE MADE A PART HEREOF.

Monitored Account Emergency Contact List

System Type:	Intrusion Alarm
Date:	

Company Name:	IDEA Florida, Inc
Address:	11612 North Nebraska Avenue
	Tampa, FL 33812
Telephone:	
Contact Person:	

Password:	
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<u>Emergency Contact</u>	<u>Home</u>	<u>Cellular</u>
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
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