

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
September 28, 2021

AGENDA

Call to Order –5:55 p.m.

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

#3.20 Pledge of Allegiance and Solemnizing Message (*Revised*)

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
September 28, 2021

AGENDA

Call to Order - 6:00 p.m.

Student remarks and pledge to the flag by Suwannee Middle School

Special Recognition by the Superintendent

- Introduction of Student Ambassadors for the 2021-2022 School Year

Branford High School

Natalie Veal

Suwannee High School

Jake Wooley

- Perfect Scores on 2021 Spring FSA

Citizen Input (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board prior to addressing the Board. We ask that speakers keep their comments to two minutes.)

The Superintendent recommends approval to adopt the Agenda.

The Superintendent recommends approval of the Consent Agenda.

CONSENT AGENDA

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

1. The Superintendent recommends approval of the following Minutes:
(pgs. 10-39)

August 2, 2021	- Public Hearing (<i>Adopt the tentative Millage Rates and tentative Budget for 2021-2022</i>)
August 24, 2021	- Workshop Session
	- Expulsion Issues Hearing (Private)
	- Public Hearing
	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for August 2021.

3. The Superintendent presents the following bills for the period August 1-31, 2021:

General Checking Account

General Fund 1000	\$ 905,307.03
LCI Fund 3200	859,574.70
Other Capital Projects Fund 3910	31,924.21
Food Service Fund 4100	185,382.25
Federal Fund 4200	126,705.71
Elem & Sec School Emerg Relief Fund 4410	58,834.00
Other Cares Act Relief Fund 4420	20,763.10
ESSER II Fund 4430	<u>1,106,544.60</u>
	\$ 3,295,035.60

Payroll Checking Account

General Fund 1000	\$ 3,083,646.64
Food Service Fund 4100	144,144.51
Federal Fund 4200	309,969.94
Elem & Sec School Emerg Relief Fund 4410	11,760.52
Other Cares Act Relief Fund 4420	0.00
ESSER II Fund 4430	<u>98,733.75</u>
	\$ 3,648,255.36

Total \$ 6,943,290.96

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2021-2022:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-2	III-2	IV-2 (Federal)
		IV-2 (Food Service)

5. The Superintendent recommends approval for disposal of property as per the attached Property Disposition Form dated September 28, 2021. (pg. 40)

6. The Superintendent recommends approval of the following contracts/agreements for the 2021-2022 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2022-82 Clinical Education Affiliation Agreement between the Suwannee County School Board Practical Nurse Education, Patient Care Technician, and CNA, and Baya Nursing and Rehabilitation, LLC d/b/a Baya Pointe Nursing and Rehabilitation Center (*Renewal/Revised*) (Note: This contract replaces Contract #2022-20, which was previously Board approved on June 22, 2021.) (pgs. 41-68)

#2022-84 Cooperative Agreement between Meridian Behavioral Healthcare, Inc. and the School Board of Suwannee County, Florida (*Renewal/Revised*) (Note: This contract replaces Contract #2022-64, which was previously Board approved on July 27, 2021.) (pgs. 69-97)

#2022-86 Sentinel Scholars Collegiate Academy Pilot Memorandum of Understanding between North Florida College and Suwannee County School District for dual enrollment purposes (*Renewal/Revised*) (pgs. 98-124)

7. The Superintendent recommends approval to accept the following donated items:

<u>Site</u>	<u>Item</u>	<u>Donor</u>
District	School Supplies (Value: \$1,500)	Walmart
SHS/Culinary Arts Classroom	Cash Donation (\$115,000)	Pilgrim's Pride Corporation

8. The Superintendent recommends approval of an out-of-state trip for Suwannee Middle, Branford High, and Suwannee High Schools (SMS/BHS/SHS) FFA students, and parent chaperones, to attend the 2021 National FFA Convention in Indianapolis, Indiana, on October 26 – October 31, 2021. (*Funded by FFA Chapters/Alumni and parents of students; no expense to the District.*)

9. The Superintendent presents for informational purposes out-of-state travel for the employees listed below:

<u>Name</u>	<u>Site</u>	<u>Date</u>	<u>Reason</u>	<u>Destination</u>
Rachel Adams	SMS	10/26-31/2021	National FFA Convention	Indianapolis, IN
Anne Etcher	BHS	10/26-31/2021	National FFA Convention	Indianapolis, IN
Stacy Young	BHS	10/26-31/2021	National FFA Convention	Indianapolis, IN
Katie Quincey	SHS	10/26-31/2021	National FFA Convention	Indianapolis, IN
Travis Tuten	SHS	10/26-31/2021	National FFA Convention	Indianapolis, IN
Janene Fitzpatrick	District	10/26-31/2021	National FFA Convention	Indianapolis, IN

(Funded by FFA Chapters, Alumni, Employees, and/or Internal Funds; no expense to the District.)

10. The Superintendent recommends approval of the following student transfers for the 2021-2022 school year. Parents will provide transportation.

District Reassignment:

<u>FIRST NAME</u>	<u>LAST NAME</u>	<u>TO</u>	<u>FROM</u>	<u>GRADE</u>
Michelle	Arroyo	Suwannee	Columbia	12
Brayden	Brogdon	Suwannee	Columbia	7
Jeremy	Brogdon Jr.	Suwannee	Columbia	10
Abbygail	Johnson	Suwannee	Columbia	7
Zeyla	Jones	Suwannee	Lafayette	11
Lailani	Law	Suwannee	Columbia	3
Tiana	Myers	Suwannee	Columbia	11
Ramses	Perez	Suwannee	Hamilton	5
Ryan	Perez	Suwannee	Hamilton	5
Grayslyn	Purdie	Suwannee	Hamilton	2
Bella	Romero	Suwannee	Hamilton	2
Gatlin	Unterborn	Suwannee	Dixie	9
Hunter	Watson	Suwannee	Columbia	8
Kyler	Watson	Suwannee	Columbia	7

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Colton	Taylor	BHS	SMS	6
Karla	Carson	SHS	BHS	11
Kristopher	Shaw	SMS	BHS	8
Faith	Little	SSE	BES	K

11. Expulsions

2020-2021 School Year

a. Case #2021-22:

The Superintendent recommends expulsion of the student through the remainder of the 2020-2021 school year and all of the 2021-2022 school year. (*Final Action*) (Note: Incident occurred on May 29, 2021.)

2021-2022 School Year

b. Case #2021-2022-01:

The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year. (*Final Action*)

c. Case #2021-2022-02:

The Superintendent recommends expulsion of the student through the remainder of the 2021-2022 school year. (*Final Action*)

12. Human Resources Transactions (pgs. 125-133)

REGULAR AGENDA

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

#3.20 Pledge of Allegiance and Solemnizing Message (*Revised*)

2. The Superintendent recommends approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows:

- #2.03 Special Committees of the School Board (*Revised*) (pg. 134)
- #2.04 District Advisory Councils (*Revised*) (pgs. 135-140)
- #2.091 Family and School Partnership for Student Achievement (*Revised*) (pgs. 141-144)
- #2.16 Prohibiting Discrimination and Other Forms of Harassment (*Revised*) (pgs. 145-155)
- #2.161 Title IX Policy Prohibiting Sexual Harassment and Sexual Discrimination (*New*) (pgs. 156-175)
- #3.06 Safe and Secure Schools (*Revised*) (pgs. 176-183)
- #3.09 A Moment of Silence (*Revised*) (pg. 184)
- #5.105 Dating Violence and Abuse (*Revised*) (pgs. 185-191)
- #5.19 Student Records (*Revised*) (pgs. 192-194)
- #5.29 Notification of Involuntary Examination (*Revised*) (pgs. 195-196)
- #6.216 Deferred Retirement Option Program (DROP) (*Revised*) (pgs. 197-200)
- #6.39 Report of Misconduct (*Revised*) (pgs. 201-204)
- #6.391 Relationships with Students (*New*) (pgs. 205-208)
- #6.80 Personnel Files (*Revised*) (pgs. 209-211)
- #7.22 Electronic Records, Electronic Signatures, and Electronic Funds (*New*) (pgs. 212-216)
- #8.01 Safety (*Revised*) (pgs. 217-219)
- #8.04 Emergency Evacuation Drills (*Revised*) (pg. 220)

3. The Superintendent recommends approval to advertise additions and revisions to the Suwannee County School District Elementary Student Progression Plan and the Suwannee County School District Secondary Student Progression Plan for 2021-2022. (Copies are available for review in the office of the Director of Curriculum and Instruction.)

4. The Superintendent recommends approval of the following contracts/agreements for the 2021-2022 school year: (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2022-83 Florida Gateway College Dual Enrollment Articulation Agreement between the School Board of Suwannee County and the Florida Gateway College Board of Trustees for Career and Workforce Development Dual Enrollment courses in Water/Wastewater Treatment Plant Operator (*New*)
(pgs. 221-230)

#2022-85 The University of Florida Agreement for Student Teacher Internship between Suwannee County School Board and the University of Florida Board of Trustees (*New*) **(pgs. 231-236)**

5. The Superintendent recommends approval of the following curriculum item for the 2021-2022 school year:

- a. Suwannee County School District 2021-2022 Uniform Statewide Assessment Calendar **(pgs. 237-246)**

6. The Superintendent recommends approval of the following individuals to serve on the Suwannee County School District collective bargaining/negotiating team for 2021-2022:

- Vickie DePratter, Chief Negotiator
- Thomas Hunter Abercrombie
- Marsha Brown
- Ronald Gray
- Malcolm Hines
- Josh Williams

7. The Superintendent recommends approval of the purchase of the real property from CC Suites, LLC located at 300 Pinewood Drive SW, Live Oak, Florida 32064.

8. The Superintendent recommends approval of the following minutes:
(pgs. 247-248)

September 7, 2021 - Public Hearing (Adopt the final Millge rates and final Budget for the 2021-2022 school year)

(Note: Approval of these minutes is required by the Florida Department of Revenue in order to be in compliance with TRIM.)

9. The Superintendent recommends approval of the following form:

#5100-101 Electrocardiogram (ECG) Screening Consent Form and Release of Liability **(pg. 249)**

10. Comments from Student Ambassadors

11. Legal Counsel's Report

12. Superintendent's Report

13. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
August 2, 2021

MINUTES

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

Chairman Alcorn called the meeting to order at 5:30 p.m. for the purpose of adopting the Tentative Millage rates for the 2021-2022 school year and the Tentative Budget for the 2021-2022 school year.

The Tentative Millage rates set for the 2021-2022 school year are as follows:

Required Local Effort	=	3.734
Discretionary Operating	=	.748
Capital Outlay	=	<u>1.500</u>
Total	=	5.982

The Tentative Millage is less than the roll back rate by .56 percent.

The Required Local Effort is 3.734 mills and is set by the State. This is a decrease of .019 mills from the 2020-2021 rate.

The Discretionary Operating Millage is set by the Board and is .748 mills. This is the same millage rate as in 2020-2021.

The Capital Outlay is 1.500 mills. This is the same millage rate as in 2020-2021.

- 1) Chairman Alcorn called for questions or comments from the public concerning the Tentative Millage Rates, and there were none.

NOTE: The Board approved the following items (Items #2 and #3) individually, in order, as shown below.

2) MOTION by Mr. daSilva, second by Mr. Crawford, for approval to adopt the Tentative Millage rates for 2021-2022 as follows:

Required Local Effort	=	3.734
Basic Discretionary	=	.748
Capital Outlay	=	1.500

MOTION CARRIED UNANIMOUSLY

3) MOTION by Mr. Taylor, second by Mr. daSilva, for approval to adopt the Tentative Budget for 2021-2022. MOTION CARRIED UNANIMOUSLY

Mr. Roush requested a short Executive Session after the Public Hearing.

The hearing adjourned at 5:42 p.m.

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
August 24, 2021

MINUTES

The Suwannee County School Board met in Workshop Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Tim Alcorn (arrived at 11:06 a.m.), Norman Crawford, Ed daSilva, and Jerry Taylor, along with School Board Attorney Leonard Dietzen (arrived at 10:53 a.m.), Chief Financial Officer Vickie DePratter (arrived at 9:15 a.m.), Secretary to Superintendent/School Board Karen Lager, and Administrative Secretary Robinette Odom. School Board Member Ronald White was absent.

Administrators and others present: Jennifer Barrs, Walter Boatright (arrived at 12:46 p.m.), Amy Boggus, Marsha Brown, Ethan Butts (arrived at 12:31 p.m.), Janene Fitzpatrick, Malcolm Hines (arrived at 9:08 a.m.), Michele Howard (arrived at 10:35 a.m.), Terry Huddleston, Mary Keen, Carl Manna, Dee Dee McManaway, Kecia Robinson, Keith Stavig, Angie Stuckey, Kelly Waters, Jimmy Wilkerson (arrived at 9:07 a.m.), Josh Williams, and Laura Williams.

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

Operation Round Up Program Update Christy Tuckey, SVEC

Mr. Jon Little, with SVEC, provided an update on the Operation Round Up Program, which provided our District with approximately \$127,000.

Assistant Superintendent of Janene Fitzpatrick
Instruction Department Update

Mrs. Fitzpatrick provided a PowerPoint presentation regarding updates on the following:

- Leadership Retreat held this summer
- New federal funded projects for 2021
- District Strategic Plan
- Early Learning Project (VPK, OEL, Springcrest)
- 21st CCLC Changes
- Cognia accreditation visit

- Catapult Contract
- Professional Learning Catalog
- Analysis of district data

The workshop recessed at 10:37 a.m. and resumed at 10:45 a.m.

Mrs. Barrs distributed and reviewed the draft 2021-2022 Uniform Statewide Assessment Calendar. She noted that the calendar would be on the September 14, 2021, Special Meeting for approval.

(Note: Mr. Dietzen is now present at the workshop.)

School Safety and Other Administrative.....Ronnie Gray
 Services Department Update

Mr. Hines provided updates on the following for Mr. Gray, who was absent:

- H2 Holdco Inc. (H2H) Contract #2022-79 (New) – Mr. Hines distributed and reviewed a copy of the contract. H2H will provide student athletic training services for our District.

(Note: Mr. Alcorn is now present at the workshop.)

- Who We Play For – Mr. Hines provided an update on the student athletic screening process. Mr. Taylor expressed concern with who will be the responsible person(s) to make sure all student athletes will be screened (EKG, etc.) prior to participating in sporting events. Mr. Hines responded that the three principals from Branford High, Suwannee High, and Suwannee Middle Schools would be responsible. Discussion followed regarding the issue with having an EKG machine available for the student screening without them having to go to a specialist or emergency room. Mrs. Howard stated she would check with local doctor offices to see if they have an EKG machine and would be willing to coordinate with our District in the process. She noted that the EKG machine would have to be hooked up to the Who We Play For doctors in order for them to read the results. Later in the discussion Mrs. Howard reported that she heard back from Palms Medical, in Live Oak, and they can do the student EKGs for a \$50 fee. Mr. Hines stated that could be an option; however, he reiterated the need to get those screenings read by the specific doctors at Who We Play For in order to be consistent.
- Working towards being in compliance regarding Alyssa’s Law (use of panic buttons for emergency situations)

The workshop recessed at 11:29 a.m. and resumed at 12:31 p.m.

Student Services Department Update..... Kelly Waters

Ms. Waters provided an update for the Student Services Department, which included background information and process for inclusions.

(Note: Mr. Boatright is now present at the workshop during Ms. Waters presentation.)

Facilities Department Update.....Ethan Butts

Mr. Butts provided a PowerPoint presentation regarding updates for the following:

- Five Year Facilities Work Plan
- ESSER II and ARP funds to help with projects on the Five Year Facilities Work Plan

School Choice Department UpdateAngie Stuckey

Mrs. Stuckey provided a PowerPoint presentation regarding updates for the following:

- Donald R. Cooke School/FL Sheriffs' Boys Ranch School no longer under our District; they are now a private school
- Elementary School Choice
- Suwannee Opportunity School
- Suwannee Virtual School
- Family Empowerment Scholarship

Superintendent Update Ted Roush

Mr. Roush provided updates on the following:

- Announced there was a need for an Executive Session prior to the 3:00 p.m. Expulsion Hearing today.
- Congratulated Robinette Odom for being selected as the Secretary to Superintendent/School Board, effective January 5, 2022, replacing Karen Lager, who is retiring.
- Working on a pole barn at Branford High School; all funds have been raised for the project.

- Shared information regarding required back to school plans with regards to COVID protocols and the new guidelines released on August 6, 2021, pertaining to quarantine of students, COVID home test kits, masks, etc. Mask mandates are outlined in the law and not personal opinions; as a constitutional officer, he has full intentions to follow the law. Due to not taking action on a re-opening plan this year, he felt it was appropriate to add the two additional items to the Agenda Addendum for tonight's meeting. One item was for approval of the updated COVID protocols for the 2021-2022 school year, which align with the Governor's Executive Order #21-175 executed on August 6, 2021. The second item was for approval to have Mr. Dietzen produce a legal opinion as to the sufficiency of the adopted updated COVID protocols for the 2021-2022 year, and have him request the State of Florida's Attorney General to provide a legal opinion regarding the legal sufficiency of the Board's protocols. This will help to assure the community and the Board that we believe we are acting in good faith in line with the Department of Health (DOH).
- Shared that several school districts, throughout the state, have chosen to produce a dashboard on their websites that shows COVID data on a daily basis; there is no requirement by the state to do this. Mr. Roush stated the DOH is the responsible entity for tracking and producing this data, thus our District will not be providing this data on our website. We have been and will continue to refer individuals to the DOH for this information. Mr. Roush asked for direction from the Board on this matter; consensus of the Board was to not provide the dashboard/data on our website.

Mr. daSilva questioned why the rapid COVID home test kits could not be used. Mr. Roush responded that this question was asked on a recent conference call and superintendents were directed to discuss the issue with respective local health departments. Our DOH responded there is no way to determine if the student was the actual person that took the home test; however, rapid tests would be accepted from a licensed medical provider. Discussion followed regarding student absences being excused when having COVID symptoms.

The workshop adjourned at 2:19 p.m.

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
August 24, 2021

MINUTES

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

School Resource Officer Zac Clark and UTSC President Eric Rodriguez were also present.

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

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

- #2.09 School Improvement and Educational Accountability (*Revised*)
(pgs. 9-10)
- #2.15 School Board Adopted Plans (*Revised*) **(pgs. 11-12)**
- #6.214 Resignations (*Revised*) **(pgs. 13-14)**
- #8.27 School Construction Bids (*Revised*) **(pgs. 15-17)**

Chairman Alcorn called for comments or questions regarding the additions and revisions to the Suwannee County School Board Policy Manual.

Mr. Crawford had a couple questions on Policy #6.214. Mr. Roush and Mr. Dietzen responded.

The hearing adjourned at 5:56 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
August 24, 2021

MINUTES

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

School Resource Officer Zac Clark and UTSC President Eric Rodriguez were also present.

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

Remarks and pledge to the flag by Assistant Superintendent of Administration Malcolm Hines. (Note: Policy #3.20 shows that Donald R. Cooke School was on the schedule to provide student remarks and pledge; however, this school is no longer under our District as a public school.)

Special Recognition by the Superintendent

2021 State FFA Convention Winners

Branford High School – Middle School Grades

- | | |
|----------------|---|
| Ella Clark | - Third Place: Poultry Evaluation/Judging Team |
| Natalie Clark | - Third Place: Poultry Evaluation/Judging Team |
| Carly Robinson | - Third Place: Poultry Evaluation/Judging Team |
| Wren Wilkerson | - Second Place: Poultry Judging
- Third Place: Poultry Evaluation/Judging Team |

Branford High School – High School Grades

- Colton Allen
- State Winner: Agricultural Mechanics Design and Fabrication Proficiency
 - Awarded State FFA Degree
- Courtney Bradow
- Awarded State FFA Degree
- Nile Bryant
- Finalist: Goat Production Proficiency
- Jeremy Byrd
- Awarded State FFA Degree
- Dara Cannon
- Awarded State FFA Degree
- Dallas Frierson
- Finalist: Equine Proficiency
 - Finalist: State FFA Star Farmer
 - Awarded State FFA Degree
- Halleigh Ray Harris
- State Winner: Poultry Production Proficiency
- McKayden Wilkerson
- State Winner: Agriscience Research Proficiency
- Barrett Young
- FFA Area II State Vice President
 - FFAE Student of the Year
 - Finalist: State FFA Star Placement
 - Finalist: Diversified Agriculture Proficiency
 - Finalist: Diversified Crop Production Proficiency
 - Awarded State FFA Degree
- Braxton Young
- State Winner: Forage Production Proficiency
 - Finalist: State FFA Star Chapter Degree
- Branford FFA Chapter
- State Winner: SAE Award
 - Third Place: Alumni Shop Project
 - Third Place: 100% Membership/Florida's Finest/Agriculture Advocacy Award

Suwannee Middle School

- Noah Garrison - Third Place: Land Judging Team
- Braxton Landis - Third Place: Land Judging Team
- Ryland Lawson - Third Place: Land Judging Team
- Cooper Lee - Third Place: Land Judging Team

Suwannee High School (SHS)

- Maddie Carte - Finalist: State FFA Star Greenhand
- Jose Irisarri - Finalist: Dairy Production Proficiency
- Kati Taylor - State Winner: Wildlife Management Proficiency
- Finalist: Feeder Steer Proficiency
- Suwannee FFA Chapter - State Winner: SAE Award
- SHS Alumni - State Winner: Outstanding Alumni Affiliate Award

Citizen Input (A *Citizen Input Form* must be completed and submitted to the secretary to the Superintendent/School Board prior to addressing the Board. We ask that speakers keep their comments to two minutes.)

- Anita Williams – Addressed the Board regarding accountability in education hiring and diversity.

MOTION by Mr. Taylor, second by Mr. daSilva, for approval to adopt the Agenda, along with the Agenda Addendum and Agenda Addendum Additions. MOTION CARRIED UNANIMOUSLY

MOTION by Mr. Taylor, second by Mr. daSilva, for approval of the Consent Agenda, along with the following changes:

- 1) Page 23 – Chairman daSilva should be Chairman Alcorn who called the meeting to order
 - 2) Page 74 – Human Resources Transactions, insert Suwannee Springcrest Elementary before the name of Pamela Hoyle
 - 3) Page 78 – Under Suwannee High School, delete Alex Walker Sory/Head Junior Varsity Softball Coach
 - 4) Page 83 – Under District Wide/21st Century, delete Keri Bean
- Mr. daSilva pulled Item #6, Resolution #2022-01R, for discussion purposes.
- Mr. White pulled Item #9, Human Resources Transactions, for discussion purposes. He questioned the supplementary positions. Mr. Roush responded. Mr. White also asked Mrs. DePratter for a total cost of the supplementary positions.

MOTION CARRIED UNANIMOUSLY

CONSENT AGENDA

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

1. Approval of the following Minutes: **(pgs. 18-45)**

- | | |
|---------------|--------------------------------------|
| July 13, 2021 | - Workshop Session |
| | - Special Meeting |
| | - Expulsion Issues Hearing (Private) |
| July 20, 2021 | - Special Meeting (TRIM) |
| July 27, 2021 | - Regular Meeting |

2. Approval of the monthly financial statement for July 2021.

3. The following bills for the period July 1-31, 2021:

General Checking Account

General Fund 1000	\$ 494,779.79
LCIF Fund 3200	249,862.76
Other Capital Projects Fund 3910	869.10
Food Service Fund 4100	23,440.54
Federal Fund 4200	114,862.13
Other Cares Act Relief Fund 4420	15,776.94
ESSER II Fund 4430	<u>541,062.83</u>
	\$ 1,440,654.09

Payroll Checking Account

General Fund 1000	\$ 1,201,216.16
Food Service Fund 4100	47,133.35
Federal Fund 4200	138,599.04
Elem & Sec School Emerg Relief 4410	2,634.06
ESSER II Fund 4430	<u>12,759.86</u>
	\$ 1,402,342.47

Total \$ 2,842,996.56

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

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-1	III-1	IV-1 (ESSER)
		IV-1 (Federal)
		IV-1 (Food Service)
		IV-1 (Other CARES)

5. Approval for disposal of property as per the attached Property Disposition Form dated August 24, 2021. (pg. 46)

6. Approval of the following resolution for the 2021-2022 school year:

#2022-01R Resolution Affirming Participation in the Small School District Council Consortium (SSDCC) (Renewal) (pg. 47)

7. Approval of the following contract/agreement for the 2021-2022 school year: (RENEWAL) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2022-78 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida, and Palmer Physical Therapy, LLC (Renewal/Revised) (Note: This contract replaces Contract #2022-09, which was originally Board approved on June 22, 2021.) (pgs. 48-71)

8. Approval of the following student transfers for the 2021-2022 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
McKenna	Burnett	Suwannee	Hamilton	7
Donaven	CiriaCruz	Suwannee	Columbia	2
Eva	CiriaCruz	Suwannee	Columbia	K
Mia	CiriaCruz	Suwannee	Columbia	K
Logan	Clarkson	Suwannee	Hamilton	7
J. Caden	Coker	Suwannee	Lafayette	11
Anabella	Dicks	Suwannee	Columbia	7
Calyssa	Dicks	Suwannee	Columbia	5
Addison	Eylward	Suwannee	Hamilton	K
Cole	Frost	Suwannee	Lafayette	9
Gavin	Frost	Suwannee	Lafayette	11
Tyler	Hayes	Suwannee	Hamilton	K
Nathan	Reader	Suwannee	Madison	9
Jayci	Smolen	Suwannee	Madison	4
Gage	Townsend	Suwannee	Lafayette	2
Lailah	Woods	Suwannee	Hamilton	3
Laurelyn	Woods	Suwannee	Hamilton	2

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Victoria	Minier	SMS	BHS	8
Briana	Ashley	SHS	BHS	12

9. Human Resources Transactions (pgs. 72-83)

RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:

RETIREMENT: INSTRUCTIONAL: (Presented for information purposes only)

Suwannee Middle School:

Kimberly Boatright, Dean, effective July 27, 2021

RESIGNATIONS: INSTRUCTIONAL: (Presented for information purposes only)

Branford Elementary School:

Kendra Crews, Teacher, effective August 6, 2021

Branford High School:

Pamela Christy, Teacher, effective July 19, 2021

Suwannee Middle School:

Amanda Hurst, Teacher, effective Monday, July 19, 2021

Student Services:

Lacey Van Etta, Deaf/Hard of Hearing Teacher, effective July 21, 2021

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:

Amy Townsend, Teacher, effective August 3, 2021

REPLACES: Kimberly Procko

Branford High School:

Erin Clary, Teacher, effective August 3, 2021

REPLACES: Pamela Christy

District Wide:

Keri Bean, MTSS Coordinator, effective July 26, 2021

REPLACES: Elizabeth Simpson

Sheila Watson, MTSS Coordinator, effective July 26, 2021

REPLACES: Jennifer Wooley

RIVEROAK Technical College:

John Sinclair, Teacher, effective August 3, 2021

REPLACES: New Position

Suwannee High School:

Michelle Glenn, Teacher, effective August 3, 2021

REPLACES: Malcolm Pollock

Christina Mosteller, Teacher, effective August 3, 2021

REPLACES: Amy Hendry

Becky Skipper, Teacher, effective August 3, 2021

REPLACES: Amy Yarick

Barrinesha Washington, Long Term Substitute, effective August 3, 2021

REPLACES: Lillian Henderson

Suwannee Middle School:

Kerri Frier, Teacher (Temporary) effective August 3, 2021

REPLACES: Stephanie Land

Airalisha Sowell, Teacher, effective August 3, 2021

REPLACES: Jean Eckhoff

Joy Thomas, Teacher, effective August 3, 2021

REPLACES: Amanda Hurst

Lindsey Thomas, Teacher, effective August 3, 2021

REPLACES: Cristina Herrington

Cody Wall, Teacher, effective August 3, 2021

REPLACES: Mary J. Kinard

Suwannee Pineview Elementary:

April Crawford, Teacher, effective August 3, 2021

REPLACES: Jennifer Hitt

Suwannee Riverside Elementary:

Jennifer Turner, ESE Support Facilitator, effective August 9, 2021

REPLACES: Hannah Johnson

Suwannee Springcrest Elementary:

Pamela Hoyle, Teacher, effective August 3, 2021

REPLACES: Brittany Broughton

Brittany Thomas, Teacher, effective August 3, 2021

REPLACES: Becky Skipper

RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES:
July 1, 2021 through December 31, 2021:

CAREER AND TECHNICAL EDUCATION:

Traci Thompson LPN Instructor

LEAVE OF ABSENCE (MATERNITY):

Branford Elementary School:

Emily Blackmon, Teacher, effective August 30, 2021 through November 19, 2021

CONTRACT RECOMMENDATION:

ANNUAL INSTRUCTIONAL CONTRACT:

Suwannee Pineview Elementary:

Nicole Hohman

TERM

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SUPPLEMENTARY:

Branford Elementary School:

Adams, Michelle	ESE Teacher
Allen, Amy	ESE Teacher
Blackmon, Emily	ESE Teacher - Gifted
Clark, Amanda	Department Head - Grade Chair
Davidson, Kelly	Pre-K Lead CDA
Flowers, Lisa	Reading Endorsement Supplement
Howard, Cara	Pre-K Lead CDA
Howard, Mandi	Yearbook Sponsor
Jensen, Victoria	Department Head - Grade Chair
Jones, Priscilla	Department Head - Grade Chair
Jones, Priscilla	Technology Coach
Kirby, Traci	Department Head - Grade Chair
Knighton, Vera	ESE Teacher
O'Quinn, Katee	Department Head - Grade Chair
Ramsey, Lindsey	ESE Teacher
Roush, Tina	Department Head - Grade Chair

Branford High School:

Arnold, David Travis	Junior Varsity Head Softball Coach
Bates, Tony	Middle School Assistant Softball Coach
Blaylock, John	Varsity Boys' Head Basketball Coach
Bond, Jason	Varsity Football Defensive Coordinator
Boone, Michelle	Junior Varsity Cheerleader Sponsor
Bullock, Blair	Middle School Girls' Head Basketball Coach
Clark, Erin Tyler	Girls' Head Track Coach

Clark, Timothy
Dees, Julianna
Derringer, Jessie
Etcher, Anne
Ferguson, Chris
Harrelson, Brooke
Jernigan, Shannon
Koon, Karen
Koon, Karen
McClendon, William
Richards, Michelle
Richards, Michelle
Roberts, Erin
Saavedra, Oscar
Santos, Stefani
Santos, Stefani
Sikes, Mendy
Suggs, Carla
Suggs, Tori
Terry Jr, Roger LaDon
Terry Jr, Roger LaDon
Tomlinson, Christopher
Walker, Alex
Ward, Misty
Ward, Misty
Ward, Misty
Warren, Abbey
Whitley, Linda
Williamson, Brian
Williamson, Brian
Yancey, Matthew

Boys' Head Track Coach
FHS/FCCLA Sponsor
Junior Varsity Head Football Coach
AG/FFA Sponsor
Junior Varsity Boys' Head Basketball Coach
Junior Varsity Girls' Head Basketball Coach
Boys' Golf Coach
ESE Teacher – Gifted
Academic Competition Sponsor (Brain Bowl)
Band Director
Girls' Assistant Track Coach
Boys' Cross Country Coach
Freshman Class Sponsor
Varsity Head Softball Coach
Girls' Cross Country Coach
Sophomore Class Sponsor
Varsity Head Volleyball Coach
Varsity Girls' Head Basketball Coach
Varsity Girls' Assistant Basketball Coach
Girls' Golf Coach
Junior Class Sponsor
Varsity Assistant Baseball Coach
Varsity Assistant Softball Coach
Girls' Weight Lifting Coach
Junior Varsity Head Volleyball Coach
Yearbook Sponsory
Senior Class Sponsor
Varsity Cheerleader Sponsor
Varsity Head Baseball Coach
Junior Varsity Head Baseball Coach
Varsity Football Offense Coord.

District Wide:

Michelle Adams	ESE Teacher
Kelly Jackson	ESE Teacher
Lynn Lawrence	ESE Teacher
Rowna Valin	ESE Teacher

RIVEROAK Technical College:

Bass, Eric Derwin	SkillsUSA Advisory
Blackmon, William	SkillsUSA Advisory
Kelley, Mona	SkillsUSA Advisory
Mercer, Kevin	SkillsUSA Advisory
Miller, Katie	Department Head
Morgan, Susan	LPN Instructor
Ragan II, William	SkillsUSA Advisory

Thomas, Kimberly
Ulmer, Jeremy
West, Traci
Wilson, Suzanne

SkillsUSA Advisory
SkillsUSA Advisory
Department Head
LPN Instructor

Suwannee High School:

Allen, Frank
Beach, Mark
Beach, Mark
Beach, Mark
Black, Kary W
Black, Kary W
Boatright, Kimberly
Brett, Grace
Brett, Tommy
Brett, Tommy
Bruce Justin
Bullock, Amy Yarick
Bullock, Amy Yarick
Bullock, Brian
Bullock, Brian
Bullock, Brian
Burt, Tamara
Chandler, Isaac
Dalton, Kaila
Dean, Sherry
Denton, Joe
Franklin, Alexander
Gamble, Cody
Green, Jimmie
Green, Traci
Green, Traci
Hall, Elisa
Hall, Kyler
Hall, Kyler
Hall, Kyler
Hamby, Cletia
Hufty IV, Frank
Hufty IV, Frank
Hufty IV, Frank
Hunter, Laritta
Hunter, Laritta
Joyner, Christopher
Kinsel, Laura
Kinsel, Laura
Lewis, Kevin
Lewis, Kevin
Mabey, Doug

Football Assistant Varsity Coach
Football Assistant Varsity Coach
Boys' Head Track Coach
Football Varsity Offensive Coordinator
Auxiliary Sponsor
Majorette Sponsor
Girls' Golf Coach
Girls' Head Varsity Soccer Coach
Girls' Assistant Varsity Soccer Coach
Girls' Head Junior Varsity Soccer Coach
Head Varsity Baseball Coach
Girls' Cross Country Coach
Girls' Assistant Track Coach
Boys' Assistant Basketball Coach
Boys' Cross Country Coach
Boys' Head Junior Varsity Basketball Coach
Instructional Leadership - History
Academic Competition Sponsor (Brain Bowl)
Varsity Assistant Softball Coach
Freshman Class Sponsor
Football Assistant Varsity Coach
Band Director
Junior Varsity Baseball Coach
Assistant Varsity Football Coach
Cheerleader Sponsor
ESE Teacher - Gifted
Instructional Leadership - English
Varsity Head Football Coach
Head Junior Varsity Football Coach
Boys' Assistant Track Coach
ESE Teacher
Assistant Varsity Football Coach
Assistant Volleyball Coach
Girls' Flag Football Coach
Girls' Junior Varsity Basketball Coach
Senior Class Sponsor
Boys' Varsity Soccer Coach
Volleyball Coach
Girls' Junior Varsity Flag Football Coach
Girls' Head Track Coach
ESE Teacher
Boys' Head Junior Varsity Soccer Coach

Marsee, Daniel
Marsee, Daniel
Marsee, Daniel
McKay, Tammie
Monroe, Rebecca
Morgan, Doug
Morgan, Stephen
Morgan, Stephen
Roberts, Melanie
Rodriguez, Abigail
Rodriguez, Abigail
Shearer, Brittney
Shearer, Brittney
Shearer, Brittney
Smith, Timothy
Thompson, Michelle
Thompson, Michelle
Thompson, Traci
Tuvell, Kimberly
White, Jenny
Wiggins, Vernon
Williams, Pamela
Williams, Pamela
Wood, David
Wooley, Damon

Football Defensive Coordinator
Boys' Weight Lifting Coach
Assistant Junior Varsity Football Coach
ESE Teacher
ESE Teacher
Instructional Leadership - Science
Swimming Coach
Assistant Swim Coach
Instructional Leadership - CTE
Dance Troupe Sponsor
Assistant Band Director
Yearbook Sponsor
Girls' Weight Lifting Coach
Junior Class Sponsor
Head Junior Varsity Softball Coach
ESE Teacher
Instructional Leadership - ESE
HOSA Advisor
Instructional Leadership - Math
Sophomore Class Sponsor
ESE Teacher
Basketball Cheerleader Sponsor
Football Cheerleader Sponsor
Assistant Baseball Coach
Boys' Golf Coach

Suwannee Middle School:

Adams, Rachel
Bonds, Robyn
Bower, Kathryn
Chapman, Andrew
Chapman, Andrew
Gabey, Greg
Gaddy, Joseph
Hahn, Darace
Hitt, Adam
Hunter, Laritta
Hunter, Laritta
Jernigan, January
Meeks, Lindy
Oliver, Sean
Peterson, Ashton
Phillips, Robert
Skelly, Daniel
Stebbins, Seth
Stebbins, Seth
Strait, Linda
Stratton, Nicole

AG/FFA Sponsor
Department Head - Grade Chair
Department Head - Grade Chair
MS Athletic Director
Head Baseball Coach
Head Softball Coach
Football Assistant Coach
Department Head - Grade Chair
Boys' Head Soccer Coach
Volleyball Coach
Girls' Head Track Coach
Department Head - Grade Chair
ESE Teacher
Assistant Baseball Coach
Assistant Softball Coach
Band Director
Department Head - Grade Chair
Head Football Coach
Boys' Head Track Coach
Yearbook Sponsor
Cheerleader Sponsor

Thomas, Lindsey	ESE Teacher
Urban, Lorena	ESE Teacher - Gifted
Vann, Elizabeth	ESE Teacher
Wainwright, Bryan	Head Wrestling Coach

Suwannee Opportunity School:

Mark Beach	ESE Teacher
Justin Bruce	ESE Teacher

Suwannee Pineview Elementary:

Dalton, Alexis	Pre-K Lead CDA
Davis, Traci	Pre-K Lead CDA
Hendrick, Pam	Department Head - Grade Chair
Hudson, Kimberly	ESE Teacher
Johns, Tammy	Yearbook Sponsor
Keen, Cierra	Department Head - Grade Chair
Leavitt, Connie	ESE Teacher
McCullers, Christina	Department Head - Grade Chair
McIntosh, Joyce	ESE Teacher - Gifted
McKire, Melissa	ESE Teacher
Mowry, Susan Michelle	Department Head - Grade Chair
Roberts, Laura Katherine	Department Head - Grade Chair
White, Shannon	Department Head - Grade Chair

Suwannee Riverside Elementary:

Anderson, Tresca	Pre-K Lead CDA
Atkinson, Tammy	Department Head - Grade Chair
Belcher, Lauren	ESE Teacher
Butler, Gail	Pre-K Lead CDA
Copeland, Cheri	ESE Teacher
Cundiff, Krystal	Department Head - Grade Chair
Gay, Danielle	Department Head - Grade Chair
Jessup, Michelle	Yearbook Sponsor
Mott, Kimberly	Department Head - Grade Chair
Phillips, Skyler	Department Head - Grade Chair
Poole, Nicole	Pre-K Lead CDA
Skierski, Stacy	Department Head - Grade Chair
Townsend, Carol Ann	Pre-K Lead CDA
Turner, Jennifer	ESE Teacher
Warren, Kimberly	ESE Teacher - Gifted
Yott, Deanna	Pre-K Lead CDA

Suwannee Springcrest Elementary:

Brock, Tara	Lead CDA
Collins, Megan	Lead CDA
Daniel, Shannon	Department Head - Grade Chair
Driggers, Erin	Department Head - Grade Chair
Gray, Stephanie	Department Head - Grade Chair

Griswold, Julie	Department Head - Grade Chair
Holmes, LaDonna	Pre-K Lead CDA
Lane, Marissa	Lead CDA
Nicely, Catherine	ESE Teacher
Peake, Audrey	ESE Teacher
Reaves, Rebecca	Department Head - Grade Chair
Rice, Darlene	ESE Teacher
Roper, Theda	ESE Teacher - Gifted
Roper, Theda	Yearbook Sponsor

Suwannee Virtual School:

Jean Eckhoff ESE Teacher

TERMINATIONS: NON-INSTRUCTIONAL:

Transportation:

Mary Noble, Bus Driver, effective August 10, 2021 (Abandoned Position)

Keely Rondello, Bus Driver, effective August 10, 2021 (Abandoned Position)

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

Branford High School:

Tracy Delegal, Bookkeeper, effective April 4, 2022

District Office:

Karen Lager, Secretary to the Superintendent, effective January 5, 2022

Suwannee Pineview Elementary:

Cheryl Ann Jackson, Media Clerk, effective February 1, 2022

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

Branford Elementary School:

Yvonne Topham, Paraprofessional, effective August 19, 2021

Branford High School:

Kathleen Wilson, Food Service Monitor, effective July 22, 2021

Transportation:

Sandra Barrs, Bus Driver, effective July 15, 2021

Heather Riel, Bus Driver, effective September 2, 2021

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:

Amanda Koon, Paraprofessional, effective August 3, 2021

REPLACES: Tiffany Phillips

Branford High School:

Casey Estep, Paraprofessional, effective August 3, 2021

REPLACES: Daphne Harden

District Wide:

Uriel Ramirez Perez, Custodian (Temporary Sanitizer) effective August 10, 2021

REPLACES: New Position

Suwannee High School:

Zafarys Kennedy, Custodian (Temporary Sanitizer) effective August 12, 2021

REPLACES: New Position

Suwannee Middle School:

Brenda Cooks, Custodian (Temporary) effective August 16, 2021

REPLACES: New Position

Emiley Maynard, Paraprofessional, effective August 3, 2021

REPLACES: Amanda Williams

Suwannee Pineview Elementary:

Katelyn Blong, Paraprofessional, effective August 3, 2021

REPLACES: Alexis Dalton

Natalia Morales, Paraprofessional, effective August 3, 2021

REPLACES: Janet Diaz

Stephanie Pinkard, Custodian (Temporary Sanitizer) effective August 10, 2021

REPLACES: New Position

Amanda Williams, Paraprofessional, effective August 3, 2021

REPLACES: Tamara Felton

Suwannee Riverside Elementary:

Gail Butler, Paraprofessional, effective August 3, 2021

REPLACES: Brittany Lock

Carolyn Davis, Custodian (Temporary Sanitizer) effective August 10, 2021

REPLACES: New Position

Kristen Register, Paraprofessional, effective August 3, 2021

REPLACES: Gail Butler

Mariah Shearer, Paraprofessional, effective August 3, 2021

REPLACES: Lori Torres

Suwannee Springcrest Elementary:

Jennifer Hardin, Custodian (Temporary Sanitizer) effective August 16, 2021

REPLACES: New Position

Maya Kennedy, Paraprofessional, effective May 16, 2021
REPLACES: New Position

Kelsey Leighton, Paraprofessional, effective August 3, 2021
REPLACES: Laritta Hunter

Stephanie Roberts, Paraprofessional, effective August 16, 2021
REPLACES: New Position

Transportation:

Deseree Ansley, Bus Driver, effective August 10, 2021
REPLACES: Amber Mathis

Mary Bartholomew, Bus Driver, effective August 10, 2021
REPLACES: Ashley Wildman

LEAVE OF ABSENCE (FAMILY MEDICAL):

Suwannee Pineview Elementary:

Rhonda Twilley, Paraprofessional, effective August 3, 2021 through October 27, 2021

Transportation:

Eva Moore, Bus Driver Aide, effective August 10, 2021 through November 3, 2021

LEAVE OF ABSENCE (MEDICAL):

Suwannee Riverside Elementary:

Jody Ellison, Custodian, July 23, 2021 through July 26, 2021

MISCELLANEOUS:

Approval of school based school related personnel (clerical staff and paraprofessionals) to serve as emergency substitutes for the 2021-2022 school year, including those hired throughout the year

Approval for the following to be approved as Food Service Monitors for the 2021-2022 School Year:

<u>Name</u>	<u>School</u>
Christina Jones	Suwannee Middle School
Edward McClarity	Suwannee High School
Elwood Perry	Suwannee High School
Nelson Perry	Suwannee High School
Phyllis Postel	Suwannee High School
Becky Reaves	Suwannee High School
Cathy Reed	Suwannee Middle School
Janice Thompson	Suwannee Middle School

Suwannee High School:

Approval for Toni Vargas-Garcia (6 hr. Food Service Worker) to work 1 additional hour 5 days per week

District Wide/21st Century:

Approval of the following employees to work as paraprofessionals in the 21st Century Afterschool program:

Jessica Anderson		
Jennifer Bonds	Ellena Huston	Sean Oliver
Ashley Broughton	Marjerian Lewis	Kristin Register
Kimberly Buchanan	Heather Marshall	Tiffany Sanders
Tanya Crain	Jenny McCook	Tralene Sasso
Erin Driggers	Jennifer McMillan	Martha Southerland
Lesley Fry	Jessica Melgar	Jennifer Stevens
Crystal Gill	Katey Melland	Miranda Walker
Angela Hester	Holly Melland	Shannon White
Stacia Hewett	Catherine Melton	Amy Williams
Jennifer Hitt	Rebecca Monroe	Ashlee Wooley
Melissa Holtzclaw	Susan Mowry	
Pamela Hoyle	Emily Murphy	

Chelsea Burgess -Alternate
Krystal Fletcher - Alternate
Pamela Hendrick- Alternate
Ashley Reeves -Alternate
Meri Robinson -Alternate

Suwannee Pineview Elementary:

Joyce McIntosh, 21st Century Site Coordinator, effective August 3, 2021
REPLACES: Rhonda Furry

SUBSTITUTES:

The following to serve as Substitute Bus Attendants:

Eilin De Lemay Kalin Principe Susan Kirby

VOLUNTEERS:

Kayli Burkette
Teresa Conger
Christian Dixon
Mary Fridman
Vaster Fryar
Laura Goss
Mary Hygema
Ravinn Hygema
Tanya Jernigan
David Jones

Taylor Jones
Lisa Kriehn
Bill Lawhon
Taylor McCathern
Chris Midgett
Christin Ray
Heidi Schenauer
Hunter Schenauer
Allison Spitzer
Christina Terrell

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

REGULAR AGENDA

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

- #2.09 School Improvement and Educational Accountability (*Revised*)
(pgs. 9-10)
- #2.15 School Board Adopted Plans (*Revised*) **(pgs. 11-12)**
- #6.214 Resignations (*Revised*) **(pgs. 13-14)**
- #8.27 School Construction Bids (*Revised*) **(pgs. 15-17)**

MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. daSilva, second by Mr. White, for approval to advertise additions and revisions to the Suwannee County School Board Policy Manual as follows:

- #3.20 Pledge of Allegiance and Solemnizing Message (*Revised*)
(pgs. 84-87)

MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. Taylor, second by Mr. Crawford, for approval of the following contracts/agreements for the 2021-2022 school year, along with the change on Page 97, to correct the Program End Dates to reflect 2022 (not 2021): (NEW) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

- #2022-77 Professional Services Agreement between Suwannee County Public Schools and Catapult Learning, LLC (*New*) (pgs. 88-99)
- #2022-80 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County and Tracy Henderson to provide educational consulting services (*New/Revised*) (Note: This contract replaces Contract #2022-56, which was originally Board approved on June 22, 2021. Contractual period was changed to reflect August 1, 2021, as the start date, instead of July 1, 2021, due to one year retirement period.) (pgs. 100-113)

MOTION CARRIED UNANIMOUSLY

4. Discussion and action regarding the selection and appointment of a School Board Member to serve as the District's trustee on the Florida School Boards Insurance Trust (FSBIT) for the 2021-2022 school year.

MOTION by Mr. daSilva, second by Mr. Crawford, for Mr. Taylor to continue serving as the District's trustee on the Florida School Boards Insurance Trust (FSBIT) for the 2021-2022 school year.

MOTION CARRIED four to one; Mr. Taylor did not vote.

5. MOTION by Mr. daSilva, second by Mr. White, for approval of the 2021-2022 Professional Learning Catalog (NEFEC). (A copy is available for review in the office of the Director of Curriculum and Instruction.)

MOTION CARRIED UNANIMOUSLY

6. MOTION by Mr. Crawford, second by Mr. daSilva, for approval of the following AGE and Postsecondary Student Fees, for RIVEROAK Technical College, for the 2021-2022 school year (Note: Fees are based upon Workforce Development Fees Statute, Section 1009.22(3)(d) requirements.):
 - a. AGE Programs (ABE, GED, AAE, IELCE)
 - (1) \$30.00 per term (August through December; and January through May)
 - b. Postsecondary Career Certificate Programs
 - (1) Resident Tuition - \$2.44 per clock hour
 - (2) Non-Resident Tuition - \$7.32 per clock hour

MOTION CARRIED UNANIMOUSLY

Action of the Agenda Addendum

- #1. MOTION by Mr. daSilva, second by Mr. Taylor, for approval of the negotiated salary schedule for 2021-2022 and collective bargaining items tentatively agreed upon. (pgs. A2-A9) MOTION CARRIED UNANIMOUSLY
- #2. MOTION by Mr. daSilva, second by Mr. Crawford, for approval to provide for a 2% salary increase to the following salary schedules, effective July 1, 2021:
 - Confidential, Secretarial and Other Personnel
 - Administrators
 - District Level Coordinators

MOTION CARRIED UNANIMOUSLY

- #3. MOTION by Mr. Taylor, second by Mr. daSilva, for approval of the contingent settlement of an insurance claim arising from an incident on a school bus. All settlement proceeds will be paid by the Florida School Boards Insurance Trust (FSBIT). The Trust and the Board's litigation counsel also recommend approval. MOTION CARRIED UNANIMOUSLY

#4. MOTION by Mr. Taylor, second by Mr. White, for approval of the following contract/agreement for the 2021-2022 school year: (NEW) (Note: The attached contract has been reviewed and approved by Board Attorney Leonard Dietzen)

#2022-79 Suwannee County School Board Professional/Technical Services Agreement between the School Board of Suwannee County, Florida and H2 Holdeo Inc. for athletic training services (*New*) (pgs. A10-A23)

MOTION CARRIED UNANIMOUSLY

#5. MOTION by Mr. daSilva, second by Mr. Taylor, for approval of the Human Resources Transactions Addendum (pgs. A24-A25)

RECOMMENDATIONS FOR THE 2020-2021 SCHOOL YEAR:

RECOMMENDATION: ADMINISTRATIVE:

Branford High School:

Approval for Audrey Marshall, Assistant Principal, to work June 1-30, 2021 (10 hrs. per day, 4 days per week.)

**End of List
2020-2021
School Year**

RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford High School:

Approval for the following as Food Service Monitors for the 2021-2022 School Year:

David Barnes
Kelly Bradow
Tracy Felty-Janosh

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

MOTION CARRIED UNANIMOUSLY

Action on the Agenda Addendum Additions

#6. MOTION by Mr. Taylor, second by Mr. daSilva, for approval of the Updated COVID Protocols for the 2021-2022 school year, to align with the Governor's Executive Order #21-175, State Board of Education Rules 6AER21-01, 6AER21-02, and Florida Department of Health Rule 64DER21-12. (These order were executed on Friday, August 6, 2021, by all the aforementioned agencies.) MOTION CARRIED UNANIMOUSLY

#7. MOTION by Mr. daSilva, second by Mr. Crawford, for approval for Leonard Dietzen, General Counsel, to produce a legal opinion as to the sufficiency of the adopted Updated COVID Protocols for the 2021-2022 school year, and request of the Attorney General for the State of Florida, a legal opinion regarding the legal sufficiency of the Board's protocols. MOTION CARRIED UNANIMOUSLY

End of the Agenda Addendum and Agenda Addendum Additions

7. Legal Counsel's Report – No legal matters to report.

8. Superintendent's Report

Mr. Roush reported on the following:

- Started forwarding athletic schedules to the athletic calendar on First Class

Mr. White questioned about COVID tracking. Mr. Roush responded that the Department of Health provided COVID tracking last year, but they are doing it this year. He stated that absentee rates are about the same this year as we were last year.

9. Issues and concerns Board members may wish to discuss

- Mr. White provided background information regarding the possibility of the Branford Womans' Club property going up for sale; he is trying to research to find out what the District would need to do to acquire ownership to help with parking at Branford Elementary School. Mr. Dietzen stated that the District should only have one point of contact to explore the possible purchase of this property, which would be the Superintendent. He suggested

that Mr. White turn over the matter to the Superintendent; then the Superintendent would bring back the matter for Board approval, or not. Mr. Roush stated that we are already doing a preliminary investigation on this matter and will bring it back before the Board at a future date.

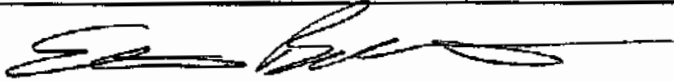
- Mr. Taylor expressed concern regarding folks coming before the Board and making accusations that are false or half-truth; they make accusations without any premise. The Citizen Input earlier was directed toward his daughter being selected for the Dean position at Suwannee Riverside Elementary because she was the Vice Chairman's daughter. Mr. Roush stated for the record that at no time was he contacted by Mr. Taylor, or by Adrienne Taylor, regarding her interest in the position.

The meeting adjourned at 7:15 p.m.

2021-2022 SEPTEMBER SURPLUS ITEMS

PROPERTY RECORD #	ITEM DESCRIPTION	ORIGINAL PURCHASE PRICE	ORIGINAL PURCHASE DATE	COST CENTER	REQUESTED DISPOSITION
99007468	PAPER SHREDDER	\$ 2,444.00	5/12/2011	ADMIN	SURPLUS
		\$ 2,444.00			

Requested By:



ETHAN BUTTS
DIRECTOR OF PROPERTY RECORDS

9/28/2021

DATE

APPROVED BY:

SUPERINTENDENT

BOARD CHAIRMAN

AFFILIATION AGREEMENT

This **Affiliation Agreement** ("Agreement") is made and entered into as of Sept. 28, 2021 (the "Effective Date") by and between **Suwannee County School Board** ("School") and **Baya Nursing and Rehabilitation, LLC d/b/a Baya Pointe Nursing and Rehabilitation Center** ("Care Center"), for the purpose of providing clinical experience to students enrolled in the School's Practical Nursing, Patient Care Technician and CNA ("Program").

WHEREAS, School is qualified and accredited to offer the Program, has students enrolled in the Program, and desires for its students to obtain clinical experience at the Care Center;

WHEREAS, Care Center is a licensed long term care facility and desires to cooperate with School in the furtherance of the student's education enrolled in the Program by offering such clinical experience.

NOW, THEREFORE, in consideration of the following mutual promises, covenants and conditions and as a cooperative effort in providing the academic benefits of the clinical experience to students enrolled in the Program, the parties agree as follows:

A. Clinical Education

1. The School and Care Center shall develop a clinical instruction plan (the "Plan") that identifies specific clinical objectives of the Program. Such objectives will be conducted under supervision and in accordance with the mutually accepted philosophy and objectives of the parties. The Plan shall include, at a minimum:

- (a) the number of students participating in the clinical experience;
- (b) the required number of contact hours;
- (c) the clinical areas to be used by students at the Care Center;
- (d) the scope of duties at Care Center that fall within the educational component of the Program for which students will academically benefit from;
- (e) establish perimeters to ensure the clinical experience is for the benefit of the students; and
- (f) maximum number of excused absences each student shall have.

2. The educational component of the Program shall be under the supervision of School or a faculty member designated by School. Students shall in all circumstances, follow the directives of Care Center with respect to clinical instruction and/or resident care.

3. Students will receive beneficial educational experience in the areas as specified under the Plan and shall, at all times, be under the supervision of a School appointed faculty member and/or a Care Center clinical instructor during the clinical experience.

4. Students assigned for clinical experience shall have met the standards for safety, health and academic ability as set forth herein and by School and Care Center.

5. Students will not replace staff of Care Center. Students will not give care services to residents apart from that rendered for its educational value as part of the Program and in accordance with the Plan.

6. Students will adhere to the rules and regulations of School and any rules and regulations that may be promulgated by Care Center in connection with providing the clinical experience.

7. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Care Center.

8. Students may not have access to the Care Center for anything other than in accordance with the Plan or the Program, unless permission has been obtained from Care Center and supervision is present.

9. Students must obtain prior written approval of School and Care Center before publishing any material relating to the Program or the clinical experience.

10. Students and any assigned School faculty participating in the clinical experience and bound by the terms and conditions set forth in this Agreement shall be referred to as Program Participants.

B. Responsibilities of School

1. School shall assume full responsibility for offering the Program. School shall have a faculty comprised of qualified instructors and administrators necessary for the provisions of the Program. In collaboration with Care Center, School will plan, conduct, and evaluate all clinical instructions and student evaluations.

2. School shall assign only those students who have satisfactorily completed the required course of study up to the current affiliation period, and who have met the standards of safety, health and academic ability as established by School and/or Care Center.

3. In addition to a current physical examination and reports on file with the School for each student, which records shall include at a minimum, evidence that each student is free from contagious disease and does not otherwise present a health hazard to Care Center residents, employees, volunteers or guests prior to his or her participation in the Program, Mantoux Test or evidence that student is free of symptoms of pulmonary disease, if the skin test is positive a chest x-ray following a positive TB test result; Hepatitis-B Vaccine or signed declination and immunization records; and negative drug screening results. The School shall ensure that all students participating pursuant to this Agreement has personal medical/accident health insurance or has signed a verification of personal responsibility for same.

4. School acknowledges and agrees that as a condition of participation by the students in the clinical experience, Care Center shall require a criminal background check of each student in accordance with any and all applicable state laws. The School shall give proof of criminal background checks conducted within thirty (30) days prior to the student's initial assignment at the Care Center, establishing that such individual has no criminal charges currently pending and has not been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, a felony or a crime involving abuse or moral turpitude.

5. Before the start of each student's rotation, School shall provide to Care Center information relevant to student's clinical affiliation, covering level of training and previous clinical experience.

6. School shall maintain general responsibility for didactic instruction, academic evaluation and related academic matters concerning students' participation in the Program.

7. School shall provide specific clinical objectives for students' clinical practice experience and shall work with Care Center to help implement such objectives in the Plan.

8. School and Program Participants shall function within the organizational framework, policies and procedures of Care Center at all times during the term of this Agreement.

9. The School agrees to comply with Section 1150B of the Social Security Act, as established by Section 6703(b)(3) of the Patient Protection and Affordable Care Act, and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services issued pursuant to that Title, to the end that, the School agrees to report reasonable suspicions of a crime to the Care Center's Executive Director and self-report the suspicion of a crime to the appropriate governing body and local law enforcement. School will not be retaliated against for reporting suspicion of a crime. The School is solely responsible for advising its Program Participants that their suspicion of a crime is reported to the Executive Director. Reports must be made immediately, but no later than two (2) hours after forming the suspicion, if the event that caused the reasonable suspicion results in serious bodily injury; and in all other cases, no later than 24 hours after forming the suspicion. Serious bodily injury means an injury that involves extreme physical pain, substantial risk of death, protracted loss or impairment of the function of a bodily member, organ, or mental faculty, or an injury requiring medical intervention such as surgery, hospitalization, or physical rehabilitation.

10. School shall require the students to dress in accordance with dress and personal appearance standards approved by School and in accordance with Care Center's standards regarding same. All students shall remain on the Care Center's premises for breaks, including meals. Program Participants shall pay for their own meals at Care Center.

C. Responsibilities of Care Center

1. Care Center will provide the clinical instructions for students enrolled in the Program and planning to participate in the clinical experience so long as its capability and capacity will permit. The parties agree that in order to maintain an environment that provides quality resident care and quality student learning, Care Center shall have the right to determine the number of students available for placement in the clinical experience.

2. Care Center shall provide job shadowing and hands-on resident care opportunities that will allow a student to learn certain functions of a job under the close and constant supervision of Care Center. All resident care will remain the responsibility of the Care Center for the quality of any resident care given by the students of School.

3. Care Center and School acknowledge that Care Center reserves the right to refuse or discontinue admission of any Program Participants who do not meet Care Center's standards for safety, health, and ethical behavior. Care Center may terminate this Agreement immediately upon the occurrence of any of the following events: (i) School or any Program Participant conducting in an unprofessional, unethical or fraudulent manner, and if, in the opinion of Care Center, such conduct is detrimental, in any way, to Care Center's residents or staff, discredits Care Center, or is detrimental to Care Center's reputation, character and standing within the community it serves; (ii) Material breach of this Agreement by School or Program Participant, provided such material breach has not been cured within fifteen (15) days from the date of receipt of a written notice from Care Center, identifying the nature of such breach; (iii) Failure of School to maintain the insurance coverage as required under this Agreement; (iv) Breach by School or Program Participant of the HIPAA/Confidentiality provisions contained herein; and (v) Breach by School of the Federal Health Care Programs provision contained herein.

4. Care Center shall require each Program Participant to sign a Protected Health Information, Confidentiality, and Security Agreement in the form attached hereto as Exhibit A, and each original will be kept in Care Center's records. Program Participant and School shall be entitled to a copy.

D. Mutual Responsibilities

1. The parties agree that each shall comply with the requirements mandated in Section 1910.1030 of Title 29 of the Code of Federal Regulations, as the same may be amended from time to time, with regards to potentially infectious materials or Bloodborne Pathogen (hereinafter referred to as the "Statute"). School shall provide information, including but not limited to, training and information related to required personal protective equipment, Hepatitis B and Hepatitis B vaccination information, and forms for Program Participants to sign indicating that each has received the information and is either providing proof that he/she has received the Hepatitis B vaccination series, or signs the form declining the vaccination at the time of signature on the form. School shall provide Care Center with proof of its compliance with the Statute in a form acceptable to Care Center. School shall also provide post-exposure evaluation and follow-up in the event there is an Occupational Exposure, as that term is defined in the Statute. Care Center shall be in compliance with the requirements mandated in the Statute and shall provide a work environment, personal protective equipment that protects Program Participants from the hazards contemplated by the Statute, and on-site training as may be applicable under the Statute. The parties may agree, apart from this Agreement, to each assume responsibility for certain of the requirements imposed by the Statute. Such agreement shall be in writing, signed and acknowledged by the parties to be so bound.

2. To the extent permitted by applicable law and without waiving any defenses, including the defense of sovereign immunity, School shall indemnify and hold harmless Care Center and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Care Center shall indemnify School against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Care Center's performance of duties hereunder.

E. Term and Termination

1. Term. This Agreement shall commence as of the Effective Date and shall continue for a period of one (1) year, with automatic renewal for successive one (1) year term(s), unless earlier terminated or cancelled in accordance with the termination provisions provided herein below.

2. Termination. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all Program Participants currently enrolled in the Program at Care Center at the time of notice of termination shall be given the opportunity to complete their clinical experience at Care Center which shall not exceed six (6) months. If any termination is a result of a breach in accordance with Section C(3)(i) through C(3)(v), such breach may be cause for immediate termination of the Agreement without continued participation.

F. Representations, Warranties and Covenants

The parties represent, warrant and covenant to the other as follows:

1. Organization and Authority. Each is a duly organized entity, validly existing and in good standing under the laws of its state of organization and has all requisite power and authority to conduct its business as presently conducted. This Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation enforceable against it in accordance with its terms.

2. Qualifications. Each of the parties, their respective employees, agents, staff or faculty, providing services under this Agreement, possess and at all times during the term of this Agreement current and valid approvals, authorizations, licenses, permits and certifications required by applicable federal and state laws, and local rules and regulations, to perform under this Agreement.

3. Health Care Program Compliance. School represents and warrants to Care Center that the School and its Program Participants participating hereunder: (i) are not currently or at any time during the term of this Agreement will be excluded, debarred, or otherwise ineligible to participate in any federally funded health care program, including Medicare and Medicaid or any state healthcare programs. School agrees to immediately notify the Care Center, in writing, in the event of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare and Medicaid. School shall perform periodic run searches against OIG's List of Excluded Individuals and Entities (not less than twice a year) to ensure continued compliance. School agrees that it will reimburse to Care Center an amount equal to any loss (e.g., fine or mandatory reimbursement) incurred by Care Center as a result of the exclusion of School or any of its Program Participants that participated during the term of this Agreement. Should any evidence reveal that School or any of its Program Participants participating, at any time during the term of this Agreement, become excluded or debarred from participation, Care Center may, in its sole discretion, terminate this Agreement immediately as of the date of such exclusion or debarment.

G. Confidential Information

1. Each of the parties herein acknowledge that it, or its employees, agents, staff, faculty or students, may acquire certain information under and in the performance of this Agreement that are proprietary and confidential to Care Center (the "Confidential Information"). Such Confidential Information includes, but is not limited to, the terms, purpose, and subject matter of this Agreement, the performance by the parties hereunder, and any information regarding the Care Center's residents' personal, financial, or medical information of any kind obtained or exposed to during the clinical experience. School and Care Center each agree that it will not disclose and that it will use reasonable efforts, to prevent disclosure by any other person of any Confidential Information, except in accordance with this Agreement or as may be required by law, or upon the prior written consent of Care Center. The parties agree that damages may not be an adequate remedy in the case of a disclosure, and that the non-disclosing party may seek injunctive relief, in addition to any other legal or equitable remedies or damages, to prevent the disclosure of Confidential Information by the other party.

2. In no event shall the residents' records or protected health information or any of the Confidential Information as hereinabove described, be used other than for the purposes set forth in this Agreement. School and Program Participants shall only access records and information that is directly related to the clinical experience, the Plan or the Program and shall use such information in a way that would not violate the requirements of applicable law including the provisions of HIPAA.

3. To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic Transactions Regulations", all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements." School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and

the terms of this Agreement. School agrees to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

School shall direct its Program Participants to comply with the policies and procedures of Care Center, including those governing the use and disclosure of Individually Identifiable Health Information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Care Center's protected health information, the Program Participants are defined as members of the Care Center's workforce according to HIPAA, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Care Center.

4. The provisions of this Section G shall survive the termination of this Agreement.

H. Insurance

Each party agrees to maintain, at its own cost and expense, insurance coverage (including general liability, professional liability, and workers compensation) in amounts consistent with industry standards (or as may be required by law) and necessary and reasonable to insure itself and its employees, agents and applicable Program Participants against any claims of any nature, which may arise from the performance of its duties and responsibilities under this Agreement. If any such insurance coverage is on a claims-made basis, in the event the term expires, or is terminated, tail-coverage must be purchased to cover any subsequent claims based on acts or omissions that occurred during the term of this Agreement. Upon execution of this Agreement, and thereafter upon reasonable request by the parties, Care Center and School agree to provide one another with a Certificate of Insurance evidencing said insurance covering such liability with an insurer AM Best rated A or better, and will continue such insurance in force during the term of this Agreement. Further, both parties agree to notify the other party immediately if the aggregate coverage as stated on the Certificate of Insurance is impaired by more than fifty percent (50%).

EVIDENCE OF SATISFACTORY GENERAL AND PROFESSIONAL LIABILITY INSURANCE FROM SCHOOL AND ON BEHALF OF EACH PROGRAM PARTICIPANT SHALL BE PROVIDED TO CARE CENTER UPON EXECUTION OF THIS AGREEMENT.

I. General Provisions

1. Independent Entities. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement. The parties' employees, personnel, agents or representatives shall not be construed to be an employee, personnel, agent or representative of the others. The parties have no express or implied rights, nor authority to assume, or create any obligation, or responsibility on behalf of or in the name of the other party, except as may otherwise be set forth in this Agreement.

2. Non-Exclusive. The parties hereto shall be free to enter into other agreements, such as this Agreement, with other parties, as each deems appropriate for its respective manner of business.

3. Professional/Resident Relationship. No provision of this Agreement shall be construed so as to restrict in any respect any Care Center resident's (or their legal representative's) right to complete freedom of choice as to utilization of the services of School and Program Participants, or any other health professional.

4. Non-Discrimination. The parties agree that there will be no discrimination in the performance of this Agreement against any employee, or agent of, either party, any Program Participant,

and any resident or resident of Care Center on the basis of such individual's race, color, religion, sex, sexual preference, age, handicap, disability, national origin or ancestry.

5. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the state or commonwealth where Care Center is located, without regard to conflicts of law provisions thereof.

6. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Assignability. School may not assign any of its obligations, duties, or rights under this Agreement, in whole or in part, without the express prior written consent of Care Center, which consent shall not be unreasonably withheld or delayed.

9. Amendment. This Agreement shall not be amended, altered or modified, except by an instrument in writing duly executed by the parties hereto.

10. Use of Name/Marks. The parties shall have the right to use the name, symbols, trademarks or service marks of each other in press releases, media, advertising or any form of publicity or marketing, provided a written approval of the other party was received prior to any such use.

11. Waiver. A delay or omission by a party to exercise any of its right under this Agreement shall not be construed to be a waiver of such right. No waiver by either of parties hereto of a breach of this Agreement will be deemed a waiver of any subsequent breach.

12. Notices. All notices or other communications hereunder shall be in writing and shall be deemed given; (a) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (b) three (3) days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, to the respective address as follows:

If to School: Suwannee County School Board
1740 Ohio Avenue, South,
Live Oak, Florida 32064
Attention: Ted L. Roush

If to Care Center: Baya Nursing and Rehabilitation, LLC d/b/a
Baya Pointe Nursing and Rehabilitation Center
587 SE Ermine Avenue
Lake City, Florida 32055
Attention: Executive Director

With a copy to: Office of Corporate Legal Counsel
5102 West Laurel Street
Suite 700
Tampa, Florida 33607
Attention: Legal Department

13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties

SCSB 2022-82 (REVISED/RENEWAL)

(Replaces SCSB 2022-20 previously approved on 06/22/2021.)

with respect to the subject matter hereof, and it supersedes any and all prior written or verbal agreements, commitments or understandings between the parties with respect to the matters provided for herein.

[The remainder of the page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or have caused this Agreement to be executed by a duly authorized representative on their behalf, as of the Effective Date set forth hereinabove.

SCHOOL

CARE CENTER

By: _____

By: _____

Name: Ted L. Roush

Name: _____

Title: Superintendent of Schools

Title: Executive Director

~~Chairperson, Suwannee County School Board~~

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

Exhibit A

Protected Health Information, Confidentiality, Security and Clinical Experience Acknowledgment Agreement

1. Protected Health Information (PHI) includes patient information based on examination, test results, diagnoses, response to treatment, observation, or conversation with the patient. This information is protected and the patient has a right to the confidentiality of his or her patient care information whether this information is written, electronic, or verbal format. PHI is individually identifiable information that includes, but is not limited to, patient's name, account number, birth date, admission and discharge dates, photographs, and health plan beneficiary number.
2. Medical records, case histories, medical reports, images, raw test results, and medical dictations from healthcare facilities are used for student learning activities. Although patient identification is removed, all healthcare information must be protected and treated as confidential.
3. Students enrolled in School or College programs or courses and responsible faculty (each a "Program Participant") are given access to patient information. Program Participant will be exposed to PHI during their clinical rotations in healthcare facilities.

Initial each to accept the Policy

Initial

Policy

<hr/>	It is the policy of the School/College and Care Center to keep PHI confidential and secure;
<hr/>	Any or all PHI, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity;
<hr/>	Whether at the School/College or at the clinical site, Program Participant is not to discuss PHI, in general or in detail, in public areas under any circumstances, including hallways, cafeterias, elevators, or any other area where unauthorized people or those who do not have a need-to-know may overhear;
<hr/>	Unauthorized removal of any part of original medical records is prohibited. Program Participant may not release or display copies of PHI. Case presentation material will be used in accordance with Care Center's policies;
<hr/>	Program Participant shall not access data on patients for whom they have no responsibilities or a "need-to-know" the content of PHI concerning those patients;
<hr/>	Program Participant agrees to follow Care Center's privacy policies; and
<hr/>	Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the Care Center's premises.

Elder Justice Act. The Program Participant agrees to comply with Section 1150B of the Social Security Act, as established by Section 6703(b)(3) of the Patient Protection and Affordable Care Act, and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services issued pursuant to that Title, to the end that, the Program Participant agrees to report reasonable suspicions of a crime to the Care Center's Executive Director and self-report the suspicion of a crime to the appropriate governing body and local law enforcement. Program Participant will not be retaliated against for reporting suspicion of a crime. The Program Participant is solely responsible for ensuring that a suspicion of a crime is reported to the Executive Director. Reports must be made immediately, but no later than two (2) hours after forming the suspicion, if the event that caused the reasonable suspicion results in serious bodily injury; and in all other cases, no later than 24 hours after forming the suspicion. Serious bodily injury means an injury that involves extreme physical pain, substantial risk of death, protracted loss or impairment of the function of a bodily member, organ, or mental faculty, or an injury requiring medical intervention such as surgery, hospitalization, or physical rehabilitation. Further, the Program Participant indemnifies and holds harmless the Care Center against all claims, losses and damages arising from or relating to the failure to report a suspicion of a crime pursuant to Section 1150B of the Social Security Act.

Clinical Experience. The Program Participant hereby acknowledges that: (A) the clinical experience is an unpaid experience for academic purposes only; (B) Program Participant is not guaranteed a job with Care Center after completing the clinical experience; (C) the training that will be provided is a cooperative activity between the School and the Care Center in accordance with the School's Program and to enhance the clinical experience within the Care Center's environment; and (D) the intent of the clinical experience is to provide students an educational benefit.

I fully understand the intent and purpose of the clinical experience as set forth herein as well as the scope of my duties at Care Center as they pertain to the Program. I hereby acknowledge it is my obligation to promptly report to the Executive Director of Care Center the assignment of any activities which are not to my direct benefit.

I agree to abide by the above policies and other policies at the Care Center. I further agree to keep PHI confidential. I understand that failure to comply with these policies will result in disciplinary actions. I further understand that Federal and State laws govern the confidentiality and security of PHI and that unauthorized disclosure of PHI is a violation of law and may result in civil and criminal penalties.

Signature of Program Participant

Date

Print Name: _____

Signature of Parent or Legal Guardian

Date

If Program Participant is under 18

Print Name: _____

INFO ONLY

SCSB 2022-82 (REVISED/RENEWAL)

(Replaces SCSB 2022-20 previously approved on 06/22/2021.)

AN AFFILIATION AGREEMENT

Between
SUWANNEE COUNTY SCHOOL BOARD
and
**Consulate Healthcare Baya Pointe Health and
Rehabilitation Center Lake City, Florida**

~~This Agreement commences on July 1, 2021, between the Suwannee County School Board (SCSB) and Consulate Healthcare Baya Pointe Health and Rehabilitation Center Lake City, Florida (Healthcare Agency).~~

~~Whereas, SCSB, through the RIVEROAK Technical College (RTC), operates a Patient Care Technician Program and Practical Nurse Education program for qualified students preparing to be Patient Care Technicians and/or Practical Nurses; and,~~

~~Whereas, SCSB and the Healthcare Agency have agreed jointly to participate in a program in which Patient Care Technician Practical Nurse students may acquire clinical experience at the facilities of the Healthcare Agency; and,~~

~~Whereas, the parties share the mutual goal of high quality patient care and health sciences education;~~

~~This Affiliation Agreement ("Agreement") is made and entered into as of Sept. 28, 20 21 (the "Effective Date") by and between Suwannee County Schools Board ("School") and Baya Nursing and Rehabilitation, LLC d/b/a Baya Pointe Nursing and Rehabilitation Center ("Care Center"), for the purpose of providing clinical experience to students enrolled in the School's Practical Nursing, Patient Care Technician and CNA ("Program").~~

~~WHEREAS, School is qualified and accredited to offer the program, has students enrolled in the Program, and desires for its students to obtain clinical experience at the Care Center.~~

~~WHEREAS, Care Center is a licensed long term care facility and desires to cooperate with School in the furtherance of the student's education enrolled in the Program, by offering such clinical experience.~~

~~Now, therefore NOW, THEREFORE, in consideration of the following mutual promises, covenants and obligations as set forth herein conditions and as a cooperative effort in providing the academic benefits of the clinical experience to students enrolled in the Program, the parties agree as follows:~~

I. GENERAL CONDITIONS

- ~~1. The Healthcare Agency and the SCSB expressly agree that all faculty and students under the program shall remain agents or students of the RTC. The RTC agrees that it will never act or represent it is acting as an agent of the Healthcare Agency, or incur any obligations on the part of the Healthcare Agency without first obtaining the express written authority of the Administrator. The Healthcare Agency agrees that it will not be responsible for any salaries, taxes, or insurance of the RTC faculty, agents, or students.~~
- ~~2. The Healthcare Agency and RTC concur that this agreement may be cancelled at any time by either party hereto, with or without cause upon 30 days written notice to the other party.~~
- ~~3. The Healthcare Agency and RTC concur that this agreement shall continue in effect for the period of twelve months, July 1, 2021 through June 30, 2022; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.~~

INFO ONLY

SCSB 2022-82 (REVISED/RENEWAL)

(Replaces SCSB 2022-20 previously approved on 06/22/2021.)

4. _____
5. ~~No alteration, modification, or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties hereto.~~
6. ~~The Healthcare Agency and the RTC agree that executed copies of this agreement shall be placed on file with the Administrator of the Healthcare Agency and the Director of the RTC.~~
7. ~~The SCSB agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.~~
8. ~~The SCSB agrees to provide a certificate of liability insurance for the faculty members in the performance of their duties and responsibilities at the Healthcare Agency.~~
9. ~~The SCSB holds the Healthcare Agency harmless from any acts of negligence of the instructors and students while in the Healthcare Agency facility within the scope of the Practical Nurse Education program.~~

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. ~~To share in the responsibility for the education of health care students in the Practical Nurse Education program through the cooperation and assistance of its staff and employees along with the faculty and students of the RTC.~~
2. ~~Students shall be selected for the programs by the RTC.~~
3. ~~To make available to faculty and students of the RTC the use of its facilities the same as to its own personnel.~~
4. ~~To make available whenever possible to faculty and students of the RTC all of its facilities and services in the planned learning experiences of the aforementioned programs.~~
5. ~~To provide conference and meeting rooms as required and needed, if available, and not being used for other purposes by the Healthcare Agency.~~
6. ~~To include faculty members of the program in their staff meetings when policies to be discussed affect or directly relate to the programs.~~
7. ~~Instruction under the program(s) shall be at the time agreed by the parties to this contract and in agreement with the school curriculum calendar.~~
8. ~~The responsibility for the patient remains with the Healthcare Agency.~~

III. THE RTC'S RESPONSIBILITY

1. ~~The operation of programs will comply with established policies and practices of the Healthcare Agency, including all applicable legislation and regulations.~~
2. _____
3. ~~scribes to equal access, equal opportunity, endorses non-discrimination on the basis of race, color, religion, national origin, sex, age, handicap, or marital status. To assign students and faculty to the Healthcare Agency based on this statement.~~
4. ~~To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.~~
5. ~~To comply with and require, if necessary, physical examination, chest x-rays, and certain immunizations as deemed necessary by the Healthcare Agency or other such authority relative to the programs prior to entrance upon premises under the programs.~~
6. ~~To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the~~

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SCSB 2022-82 (REVISED/RENEWAL)

(Replaces SCSB 2022-20 (RENEWAL) previously approved on 06/22/2021.)

~~programs to the students, consulting with administrative personnel of the Healthcare Agency in advance about use of the various facilities, and conferring with appropriate members of the Healthcare Agency staff in selecting patients to provide the learning experiences desired for students.~~

A. Clinical Education

~~1. The School and Care Center shall develop a clinical instruction plan (the "Plan") that identifies specific clinical objectives of the Program. Such objectives will be conducted under supervision and in accordance with the mutually accepted philosophy and objectives of the parties. The Plan shall include, at a minimum:~~

- ~~7.(a) To be responsible for the educational supervision the number of students in the program participating in the clinical experience;~~
- ~~(b) the required number of contact hours;~~
- ~~(c) the clinical areas to be used by students at the Care Center;~~
- ~~(d) the scope of duties at Care Center that fall within the educational component of the Program for which students will academically benefit from;~~
- ~~(e) establish parameters to ensure the clinical experience is for the benefit of the students; and~~
- ~~(f) maximum number of excused absences each student shall have.~~

~~2. The educational component of the Program shall be under the supervision of School or a faculty member designated by School. Students shall in all circumstances, follow the directives of Care Center with respect for clinical instruction and/or resident care.~~

~~3. Students will receive beneficial educational experience in the areas specified under the Plan and shall, at all times, be under the supervision of a School appointed faculty member and/or a Care Center clinical instructor during the clinical experience.~~

~~4. Students assigned for clinical experience shall have met the standards for safety, health and academic ability as set forth herein and by School and Care Center.~~

~~5. Students will not replace staff of Care Center. Students will not give care services to residents apart from that rendered for its educational value as part of the Program and in accordance with the Plan.~~

~~6. Students will adhere to the rules and regulation of School and any rules and regulations that may be promulgated by Care Center in connection with providing the clinical experience.~~

~~7. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Care Center.~~

~~8. Students may not have access to the Care Center for anything other than in accordance with the Plan or the Program, unless permission has been obtained from Care Center and supervision is present.~~

~~9. Students must obtain prior written approval of School and Care Center before publishing any material relating to the Program or the clinical experience.~~

~~10. Students and any assigned School faculty participating in the clinical experience and bound by the terms and conditions set forth in this Agreement shall be referred to as Program Participants.~~

B. Responsibilities of School

~~1. School shall assume full responsibility for offering the Program. School shall have a faculty comprised of qualified instructors and administrators necessary for the provisions of the Program. In collaboration with Care Center, School will plan, conduct, and evaluate all clinical instructions and student evaluations.~~

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2. School shall assign only those students who have satisfactorily completed the required course of study up to the current affiliation period, and who have met the standards of safety, health and academic ability as established by School and/or Care Center.

3. In addition to a current physical examination and reports on file with the School for each student, which records shall include at a minimum, evidence that each student is free from contagious disease and does not otherwise present a health hazard to Care Center residents, employees, volunteers or guests prior to his or her participation in the Program, Mantoux Test or evidence that student is free of symptoms of pulmonary disease, if the skin test is positive a chest X-ray following a positive TB test result, Hepatitis-B Vaccine or signed declination and immunization records, and negative drug screening results. The School shall ensure that all students participating pursuant to this Agreement has personal medical/accident health insurance or has signed a verification of personal responsibility for same.

4. School acknowledges and agrees that as a condition of participation by the students in the clinical experience, Care Center shall require a criminal background check of each student in accordance with any and all applicable state laws. The School shall give proof of criminal background checks conducted within thirty (30) days prior to the student's initial assignment at the Care Center, establishing that such individual has no criminal charges currently pending and has not been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to a felony or a crime involving abuse or moral turpitude.

5. Before the start of each student's rotation, School shall provide to Care Center information relevant to student's clinical affiliation, covering level of training and previous clinical experience.

6. School shall maintain general responsibility for didactic instruction, academic evaluation and related academic matters concerning students' participation in the Program.

7. School shall provide specific clinical objectives for students' clinical practice experience and shall work with Care Center to help implement such objectives in the Plan.

8. School and Program Participants shall function within the organizational framework, policies and procedures of Care Center at all times during the term of this Agreement.

9. The School agrees to comply with Section 1150B of the Social Security Act, as established by Section 6703(b)(3) of the Patient Protection and Affordable Care Act, and all requirements imposed by or pursuant to the regulation of the Department of Health and Human Services issued pursuant to that Title, to the end that, the School agrees to report reasonable suspicions of a crime to the Care Center's Executive Director and self-report the suspicion of a crime to the appropriate governing body and local law enforcement. School will not be retaliated against for reporting suspicion of a crime. The School is solely responsible for advising its Program Participants that their suspicion of a crime is reported to the Executive Director. Reports must be made immediately, but no later than two (2) hours after forming the suspicion, if the event that caused the reasonable suspicion results in serious bodily injury; and in all other cases, no later than 24 hours after forming the suspicion. Serious bodily injury means an injury that involves extreme physical pain, substantial risk of death, protracted loss or impairment of the function of a bodily member, organ, or mental faculty, or an injury requiring medical intervention such as surgery, hospitalization, or physical rehabilitation.

10. School shall require the student to dress in accordance with dress and personal appearance standards approved by School and in accordance with Care Center's standards regarding same. All students shall remain on the Care Center's premises for breaks, including meals. Program Participants shall pay for their own meals at Care Center.

C. Responsibilities of Care Center

1. Care Center will provide the clinical instructions for students enrolled in the Program and planning to participate in the clinical experience so long as its capability and capacity will permit. The parties agree that in order to maintain an environment that provides quality resident care and quality student learning, Care Center shall have the right to determine the number of students available for placement in the clinical experience.

2. Care Center shall provide job shadowing and hands-on resident care opportunities that will allow a

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student to learn certain functions of a job under the close and constant supervision of Care Center. All resident care will remain the responsibility of the Care Center for the quality of any resident care given by the students of School.

3. Care Center and School acknowledge that Care Center reserves the right to refuse or discontinue admission of any Program Participants who do not meet Care Center's standards for safety, health, and ethical behavior. Care Center may terminate this Agreement immediately upon the occurrence of any of the following events: (i) School or any Program Participant conducting in an unprofessional, unethical or fraudulent manner, and if, in the opinion of Care Center, such conduct is detrimental in any way, to Care Center's residents or staff, discredits Care Center, or is detrimental to Care Center's reputation, character and standing within the community it serves; (ii) Material breach of this Agreement by School or Program Participant, provided such material breach has not been cured within fifteen (15) days from the date of receipt of a written notice from Care Center, identifying the nature of such breach; (iii) Failure of School to maintain the insurance coverage as required under this Agreement; (iv) Breach by School or Program Participant of the HIPAA/Confidentiality provisions contained herein; and (v) Breach by School of the Federal Health Care Programs provision contained herein.

4. Care Center shall require each Program Participant to sign a Protected Health Information, Confidentiality, and Security Agreement in the form attached hereto as Exhibit A, and each original will be kept in Care Center's records. Program Participant and School shall be entitled to a copy.

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D. Mutual Responsibilities

1. The parties agree that each shall comply with the requirements mandated in Section 1910.1030 of Title 29 of the Code of Federal Regulations, as the same may be amended from time to time, with regards to potentially infectious materials or Bloodborne Pathogen (hereinafter referred to as the "Statute"). School shall provide information, including but not limited to, training and information related to required personal protective equipment, Hepatitis B and Hepatitis B vaccination information, and forms for Program Participants to sign indicating that each has received the information and is either providing proof that he/she has received the Hepatitis B vaccination series, or signs the form declining the vaccination at the time of separation on the form. School shall provide Care Center with proof of its compliance with the Statute in a form acceptable to Care Center. School shall also provide post-exposure evaluation and follow-up in the event there is an Occupational Exposure, as that term is defined in the Statute. Care Center shall be in compliance with the requirements mandated in the Statute and shall provide a work environment, personal protective equipment that protects Program Participants from the hazards contemplated by the Statute, and on-site training as may be applicable under the Statute. The parties may agree, apart from this Agreement, to each assume responsibility for certain of the requirements imposed by the Statute. Such agreement shall be in writing, signed and acknowledged by the parties, to be so bound.

2. To the extent permitted by applicable law and without waiving any defenses, including the defense of sovereign immunity, School shall indemnify and hold harmless Care Center and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Care Center shall indemnify School against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Care Center's performance of duties hereunder.

E. Term and Termination

1. Term. This Agreement shall commence as of the Effective Date and shall continue for a period of one (1) year, with automatic renewal for successive one (1) year term(s), unless earlier terminated or cancelled in accordance with the termination provisions provided herein below.

2. Termination. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all Program Participants currently enrolled in the Program at Care Center at the time of notice of termination shall be given the opportunity to complete their clinical experience at Care Center which shall not exceed six (6) months. If any termination is a result of a breach in accordance with Section C(3)(f) through C(3)(v), such breach may be cause for immediate termination of the Agreement without continued participation.

F. Representations, Warranties and Covenants

The parties represent, warrant and covenant to the other as follows:

1. Organization and Authority. Each is a duly organized entity, validly existing and in good standing under the laws of its state of organization and has all requisite power and authority to conduct its business as presently conducted. This Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation enforceable against it in accordance with its terms.

2. Qualifications. Each of the parties, their respective employees, agents, staff or faculty, providing services under this Agreement, possessed at all times during the term of this Agreement current and valid approvals, authorizations, licenses, permits and certifications required by applicable federal and state laws, and local rules and regulations, to perform under this Agreement.

3. Health Care Program Compliance. School represents and warrants to Care Center that the School and its Program Participants participating hereunder: (i) are not currently or at any time during the term of this Agreement will be

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excluded, debarred, or otherwise ineligible to participate in any federally funded health care program, including Medicare and Medicaid or any state healthcare programs. School agrees to immediately notify the Care Center, in writing, in the event of any threatened, proposed or actual exclusion from any federally funded health care program, including Medicare and Medicaid. School shall perform periodic run searches against OIG's List of Excluded Individuals and Entities (not less than twice a year) to ensure continued compliance. School agrees that it will reimburse to Care Center an amount equal to any loss (e.g., fine or mandatory reimbursement) incurred by Care Center as a result of the exclusion of School or any of its Program Participants that participated during the term of this Agreement. Should any evidence reveal that School or any of its Program Participants participating, at any time during the term of this Agreement, become excluded or debarred from participation, Care Center may, in its sole discretion, terminate this Agreement immediately as of the date of such exclusion or debarment.

G. Confidential Information

1. Each of the parties herein acknowledge that it, or its employees, agents, staff, faculty or students, may acquire certain information under and in the performance of this Agreement that are proprietary and confidential to Care Center (the "Confidential Information"). Such Confidential Information includes, but is not limited to, the terms, purpose, and subject matter of this Agreement, the performance by the parties hereunder, and any information regarding the Care Center's residents' personal, financial, or medical information of any kind obtained or exposed to during the clinical experience. School and Care Center each agree that it will not disclose and that it will use reasonable efforts to prevent disclosure by any other person of any Confidential Information, except in accordance with this Agreement that may be required by law, or upon the prior written consent of Care Center. The parties agree that damages may not be an adequate remedy in the case of a disclosure, and that the non-disclosing party may seek injunctive relief in addition to any other legal or equitable remedies or damages, to prevent the disclosure of Confidential Information by the other party.

2. In no event shall the residents' records or protected health information or any of the Confidential Information as hereinabove described, be used other than for the purposes set forth in this Agreement. School and Program Participants shall only access records and information that is directly related to the clinical experience, the Plan or the Program and shall use such information in a way that would not violate the requirements of applicable law including the provisions of HIPAA.

8. The Healthcare Agency may, at any time, direct withdrawal of any faculty or student from the institution facilities or premises whose conduct or performance is not in accord with the standards of the RTC and its programs, or is unprofessional and detrimental to the Healthcare Agency. This request for withdrawal shall be made to the appropriate School administrator. The RTC agrees that it will maintain the requisite degree of discipline among its students and faculty, giving full consideration to the Healthcare Agency's standard of conduct and performance.

9. Maintain individual records of classes, student activities, and competencies.

10. Maintain strict confidentiality regarding all patient-centered information.

11. Prepare any rotational plans for services to be used for experience and to secure the approval of this plan from the Healthcare Agency prior to the commencement of the educational program under the agreement. Substantive changes in the program will not be effective until such time as they shall be approved by the Healthcare Agency.

IV. HIPAA REQUIREMENTS

1. The Provider, to the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. USC § 1320d through d-5 ("HIPAA") and any current and future regulations promulgated thereunder under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 Parts 160, 162 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45

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C.F.R. Parts 160 and 162 (Transactions Regulations), all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". The Provider School further agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section § 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section USC § 1320d), other than as permitted permitted by HIPAA Requirements and

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the terms of this Agreement. School agrees to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

School shall direct its Program Participants to comply with the policies and procedures of Care Center, including those governing the use and disclosure of Individually Identifiable Health Information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Care Center's protected health information, the Program Participants are defined as members of the Care Center's workforce according to HIPAA, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Care Center.

4. The provisions of this Section G shall survive the termination of this Agreement.

H. Insurance

The Healthcare Agency will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

V. LIABILITY OF PARTIES

1. Nothing in this Agreement shall be construed to create a joint venture, agency, or other legal relationship between the Healthcare Agency and RTC which could result in either party being responsible or liable for the acts or omissions of the other party.

Nothing in Each party agrees to maintain, at its own cost and expense, insurance coverage (including general liability, professional liability, and workers compensation) in amounts consistent with industry standards (or as may be required by law) and necessary and reasonable to insure itself and its employees, agents and applicable Program Participants against any claims of any nature, which may arise from the performance of its

2. this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable.

VI. INDEMNIFICATION

1. The Healthcare Agency shall indemnify and hold harmless SCSB and RTC from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by SCSB in defending actions brought against it arising out of or related to the acts or omissions of the Healthcare Agency, its agents, officers, or employees in the provision of services or performance of duties by the Healthcare Agency pursuant to this Agreement.

VII. GOVERNING LAW AND VENUE

claims and responsibilities under this Agreement. If any such insurance coverage is on a claims-made basis, in the event the term expires, or is terminated, tail coverage must be purchased to cover any subsequent claims based on this or omissions that occurred during the term of this Agreement. Upon execution of this Agreement and thereafter upon reasonable request by the parties, Care Center and School agree to provide one another with a Certificate of Insurance evidencing said insurance covering such liability with an insurer AM Best rated A or better, and will continue such insurance in force during the term of this Agreement. Further, both parties agree to notify the other party immediately if the aggregate coverage as stated on the Certificate of Insurance is impaired by more than fifty percent (50%).

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EVIDENCE OF SATISFACTORY GENERAL AND PROFESSIONAL LIABILITY INSURANCE FROM SCHOOL AND ON BEHALF OF EACH PROGRAM PARTICIPANT SHALL BE PROVIDED TO CARE CENTER UPON EXECUTION OF THIS AGREEMENT.

1. General Provisions

1. Independent Entities. None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of affecting the provisions of this Agreement. The parties' employees, personnel, agents or representatives shall not be construed to be an employee, personnel, agent or representative of the others. The parties have no express or implied rights, nor authority to assume, or create any obligation, or responsibility on behalf of or in the name of the other party, except as may otherwise be set forth in this Agreement.

2. Non-Exclusive. The parties hereto shall be free to enter into other agreements such as this Agreement, with other parties, as each deems appropriate for its respective manner of business.

3. Professional/Resident Relationship. No provision of this Agreement shall be construed so as to restrict in any respect any Care Center resident's (or their legal representative's) right to complete freedom of choice as to utilization of the services of School and Program Participants or any other health professional.

4. Non-Discrimination. The parties agree that there will be no discrimination in the performance of this Agreement against any employee, or agent of, either party, any Program Participant, and any resident or resident of Care Center on the basis of such individual's race, color, religion, sex, sexual preference, age, handicap, disability, national origin or ancestry.

4-5. This Agreement will Governed by Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction, state or commonwealth, where Care Center is located, without regard to conflicts of law provisions thereof.

6. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Assignability. School may not assign any of its obligations, duties, or rights under this Agreement, in whole or in part, without the express prior written consent of Care Center, which consent shall not be unreasonably withheld or delayed.

9. Amendment. This Agreement shall not be amended, altered or modified, except by an instrument in writing duly executed by the parties hereto.

10. Use of Name/Marks. The parties shall have the right to use the name, symbols, trademarks or service marks of each other in press releases, media, advertising or any form of publicity or marketing, provided a written approval of the other party was received prior to any such use.

11. Waiver. A delay or omission by a party to exercise any of its right under this Agreement shall not be construed to be a waiver of such right. No waiver by either of parties hereto of a breach of this

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Agreement will be deemed a waiver of any subsequent breach.

12. Notices. All notices or other communications hereunder shall be in writing and shall be deemed given: (a) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (b) three (3) days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, to the respective address as follows:

If to School: Suwannee County School Board

1.2 The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

VIII. PUBLIC RECORDS

For all contractors as set forth in Section 119.0701, Florida Statutes see EXHIBIT A which is incorporated by reference herein.

IX. RELEASE OF STUDENT RECORDS

The Healthcare Agency assures that student data will be handled with confidentiality as required by Florida Statute 1002.22.

X. FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is rendered impossible, impractical or prevented by reason of force majeure. For purposes of this Agreement, the term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without fault or negligence on behalf of either party. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, labor disputes, civil disorders, fires, floods, hurricanes, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, which prevents performance of the contract for all or part of the 2021-2022 academic year.

XI. E-Verify. Effective July 1, 2020

A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp/>, to verify the employment eligibility of all employees hired on or after January 1, 2021 during the term of this Agreement.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

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~~Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).~~

~~The Healthcare Agency and the RTC agree that copies of any revisions or modifications of this agreement, after execution by the parties, shall have the effect of modifying the terms of this agreement.~~

SUWANNEE COUNTY SCHOOL BOARD

1740 Ohio Avenue, South

BY: _____

Live Oak, Florida 32064
Attention: Ted L.
Roush Superintendent of
Schools

BY: _____
If to Care Center: _____ Baya Nursing and Rehabilitation, LLC db/a
Tim Alcorn, Chairman Suwannee County School Board

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(Replaces SCSB 2022-20 (RENEWAL) previously approved on 06/22/2021.)

DATE: _____

DATE: _____

**Consulate Healthcare-Baya Pointe
Health-Nursing and Rehabilitation Center-587
SE Ermine Avenue Lake City, Florida 32053
Attention: Executive Director**

With a copy to: Office of Corporate Legal Counsel
Lake City, FL 32025

BY: _____ DATE: _____

TITLE: _____

EXHIBIT A

**Public Records Law
Requirements under Chapter
119.0701, Florida Statutes**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 OHIO AVENUE SOUTH, LIVE OAK, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must

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comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt or confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. See Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

5102 West Laurel Street Suite 700
Gainesville, Florida 32607 Attention: Legal
Department

13. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and it supersedes any and all prior written or verbal agreements, commitments, or understandings between the parties with respect to the matters provided for herein.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement, or have caused this Agreement to be executed by a duly authorized representative on their behalf, as of the Effective Date set forth hereinabove.

SCHOOL _____ CARE CENTER _____

By: _____ By: _____

Name: Ted L. Roush Name: _____

Title: Superintendent of Schools Title: Executive Director

Chairperson, Suwannee

BY _____

"Approved as to Form and Sufficiency"

Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, PA[^]
Suwannee School Board Attorney

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Exhibit A

Protected Health Information, Confidentiality, Security and Clinical Experience Acknowledgment Agreement

1. Protected Health Information (PHI) includes patient information based on examination, test results, diagnoses, response to treatment, observation, or conversation with the patient. This information is protected and the patient has a right to the confidentiality of his or her patient care information whether this information is written, electronic, or verbal format. PHI is individually identifiable information that includes, but is not limited to, patient's name, account number, birth date, admission and discharge dates, photographs, and health plan beneficiary number.
2. Medical records, case histories, medical reports, images, raw test results, and medical dictation from healthcare facilities are used for student learning activities. Although patient identification is removed, all healthcare information must be protected and treated as confidential.
3. Students enrolled in School or College programs or courses and responsible faculty (such a "Program Participant") are given access to patient information. Program Participants will be exposed to PHI during their clinical rotations in healthcare settings.

Initial each to accept the Policy

<u>Initial</u>	<u>Policy</u>
	<u>It is the policy of the School/College and Care Center to keep PHI confidential and secure:</u>
	<u>Any or all PHI, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity:</u>
	<u>Whether at the School/College or at the clinical site, Program Participant is not to discuss PHI, in general or in details, in public areas under any circumstances, including hallways, stairwells, elevators, or any other area where unauthorized people or those who do not have a need-to-know may overhear:</u>
	<u>Unauthorized removal of any part of original medical records is prohibited. Program Participant may not release or display copies of PHI. Case presentation material will be used in accordance with Care Center's policies:</u>
	<u>Program Participant shall not access data on patients for whom they have no responsibilities or a "need-to-know" the content of PHI concerning those patients:</u>
	<u>Program Participant agrees to follow Care Center's privacy policies; and</u>
	<u>Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the Care Center's premises.</u>
	<u>Elder Justice Act. The Program Participant agrees to comply with Section 1150B of the Social Security Act, as established by Section 6703(b)(3) of the Patient Protection and Affordable Care Act, and all</u>

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SCSB 2022-82 (REVISED/RENEWAL)

(Replaces SCSB 2022-20 (RENEWAL) previously approved on 06/27/2021)

requirements imposed by or pursuant to the regulation of the Department of Health and Human Services issued pursuant to that Title, to the end that the Program Participant agrees to report reasonable suspicions of a crime to the Care Center's Executive Director and self-report the suspicion of a crime to the appropriate governing body and local law enforcement. Program Participant will not be retaliated against for reporting suspicion of a crime. The Program Participant is solely responsible for ensuring that a suspicion of a crime is reported to the Executive Director. Reports must be made immediately, but no later than two (2) hours after forming the suspicion, if the event that caused the reasonable suspicion results in serious bodily injury; and in all other cases, no later than 24 hours after forming the suspicion. Serious bodily injury means an injury that involves extreme physical pain, substantial risk of death, protracted loss or impairment of the function of a bodily member, organ, or mental faculty, or an injury requiring medical intervention such as surgery, hospitalization, or physical rehabilitation. Further, the Program Participant indemnifies and holds harmless the Care Center against all claims, losses and damages arising from or relating to the failure to report a suspicion of a crime pursuant to Section 1150B of the Social Security Act.

Clinical Experience. The Program Participant hereby acknowledges that: (A) the clinical experience is an unpaid experience for academic purposes only; (B) Program Participant is not guaranteed a job with Care Center after completing the clinical experience; (C) the training that will be provided is a cooperative activity between the School and the Care Center in accordance with the School's Program and to enhance the clinical experience within the Care Center's environment; and (D) the intent of the clinical experience is to provide students an educational benefit.

I fully understand the intent and purpose of the clinical experience as set forth herein as well as the scope of my duties at Care Center as they pertain to the Program. I hereby acknowledge it is my obligation to promptly report to the Executive Director of Care Center the assignment of any activities which are not to my direct benefit.

I agree to abide by the above policies and other policies at the Care Center. I further agree to keep PHI confidential. I understand that failure to comply with these policies will result in disciplinary actions. I further understand that Federal and State laws govern the confidentiality and security of PHI and that unauthorized disclosure of PHI is a violation of law and may result in civil and criminal penalties.

Signature of Program Participant _____ Date _____

Print Name:

Signature of Parent or Legal Guardian _____ Date _____

If Program Participant is under

18 Print Name:

Suwannee County Full School Board Cooperative Agreement 2021-2022

**Cooperative Agreement
Between
Meridian Behavioral Healthcare, Inc.
and
The School Board of Suwannee County, Florida**

THIS AGREEMENT (“Agreement”) is entered into by and between Meridian Behavioral Healthcare, Inc., a Florida Not for Profit Corporation, 1565 SW Williston Road, Gainesville, FL 32608 (“Meridian”) and the School Board of Suwannee County, 1740 Ohio Avenue South, Live Oak, FL 32064 (“School Board”).

WHEREAS, the School Board desires to purchase certain therapeutic and preventive mental health and substance abuse services to its students who are in need of such services; and

WHEREAS, Meridian Behavioral Healthcare, Inc. has professionally trained psychiatrists, Advanced Practice Registered Nurses, clinical social workers, licensed therapists, mental health counselors, case managers, and prevention specialists available to provide such services; and

WHEREAS, Meridian Behavioral Healthcare has a full continuum of behavioral health services, including crisis care, residential treatment, and inpatient services, to augment outpatient care available to students in need of services;

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

A. Particulars of This Agreement

1. **Duration**: This Agreement shall commence on the date of execution by both parties and shall continue until June 30, 2022.
2. **Renewability**: This Agreement shall not be automatically renewable.
3. **Modification**: This Agreement may be modified only by separate written agreement appended hereto and signed by both parties.
4. **Contract Managers**: Contract Manager for Meridian Behavioral Healthcare, Inc. will be Don Savoie, President and CEO or his designee. Contract Manager for the School Board will be Ted Roush, Superintendent or his/her designee.
5. **Notices, Authorizations, Billings and Reports**: All notices, authorizations, bills and reports, or any other documentation required by this Agreement to be provided by one party to the other shall be sent as follows:

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The School Board of Suwannee County, Florida
1740 Ohio Avenue South
Live Oak, FL 32064
Attention: Ted Roush, Superintendent
Also with email copy to: superintendent@suwannee.k12.fl.us

Meridian Behavioral Healthcare, Inc.
1565 SW Williston Road, Gainesville, FL 32608
Attention: Don Savoie President/CEO
don_savoie@mbhci.org

B. Responsibilities of the School Board

1. Payment: School Board shall pay for services rendered to any student who is referred for services pursuant to this agreement, according to the rate plan included in Attachment A. These rates will apply only when the child is not eligible for Medicaid, state funding, or commercial insurance, OR when the service provided is not reimbursable under the rules and limitations of these fund sources including benefits exhausted.

The School Board shall be billed on a monthly basis by the 15th of the month following the provision of services. Payment shall be made monthly upon receipt of a billing invoice from Meridian.

2. Determining Eligibility for Services: The School Board is responsible for determining eligibility for service referral. A student may be referred for services under this Agreement if he/she meets the following conditions:
 - a. Is under 25 years of age and is enrolled in Suwannee County Schools; and
 - b. Is identified as eligible for Exceptional Student Education services and/or has significant behavioral or emotional difficulties; or
 - c. Is in need of mental health or substance abuse services for one or more of the following reasons:
 - 1) Reported family or peer problem that causes significant distress or interference with functioning with peers, at home, or school.
 - 2) Traumatic experience (e.g., abuse, loss of loved one, medical problems, or other crisis) that results in significant distress or interference with functioning with peers, at home, or school.
 - 3) Excessive absenteeism associated with emotional problems.
 - 4) Academic performance below expected level associated with emotional problems.
 - 5) Multiple behavioral difficulties at school associated with emotional problems.
 - 6) Medications require close monitoring and collaboration.
 - 7) Recent change of program placement indicates the need for transitional support.
 - 8) Underage drinking or other substance use
 - 9) In-school suspension

- 10) Child indicates he/she perceives that he/she is in an emotional crisis and requests professional services

3. Referral Process: The School board will refer eligible students through the principal or his/her designee in accordance with the criteria listed above.

The School Board agrees to designate personnel from each school such as the guidance counselor to be active with Meridian assigned school therapist and Meridian Program Manager for processing referrals and to facilitate having school referred/Meridian-involved students prepared i.e. in office area or other designated location, at agreed upon consecutive time slots, for school based clinical sessions.

The School Board is contracting for Meridian to dedicate four full time equivalent clinician(s) to provide assessments, treatment planning and clinical interventions on site at school for Suwannee County schools. Each dedicated clinician to carry a caseload up to sixty clients. Contracted clinician to provide screenings, group and individual therapy to students. School board agrees to not refer to student to other providers for services Meridian clinicians are providing. Mobile Response team to be utilized as first service to respond to crisis when contracted Meridian clinician is not on location at the time of the crisis.

Meridian will respond to all requests for referral for mental health screenings within 3 school days. If the referral is accepted, the assessment of students at risk for mental health disorders will occur within 15 days of referral. Parent or guardian consent must be obtained prior to referral for a mental health screening. If Meridian is selected to provide ongoing care by guardian; school-based mental health services will be initiated within 15 days after identification and assessment, and community based mental health services, if identified, will be initiated within 30 days after the school or district makes a referral. Suwannee County School Board agrees to refer all students being served, beyond those being served by Suwannee County school counseling personnel, in need of mental health and substance services, to Meridian Behavioral Healthcare.

The School Board understands for school referred/Meridian-involved students to be served routinely by additional Meridian clinicians (outside of the purchased FTE Meridian clinician) the clinician(s) will need to have enough referred students to justify the time and travel involved in getting to those schools. When neither is the case, the school referred students may be seen at local Meridian offices instead of the respective school. The School Board is purchasing additional time for clinician to be present for services that are not billable to Medicaid or third party insurance or other available funding, including but not limited to crisis intervention, consultation, and training

4. Liability and Protection of Health Information: The School Board agrees to render full cooperation with Meridian in recommending and referring students for counseling and/or consultation, and to facilitate Meridian's obtaining consent for treatment and releases of information.

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Additionally, the School Board agrees to protect confidential health information in accordance with applicable law. Meridian will clearly identify on its face any confidential health information subject to the Health Insurance Portability and Accountability Act (HIPAA) and/or 42 CFR Part Two, Florida Statutes, Section 90.503, 394.4615 and 456.057 which Meridian provides to School Board, pursuant to a properly executed release of information.

5. Office Space and Resources: The School Board agrees to furnish Meridian staff with appropriate workspace at those sites where services are provided. The space does not need to be continuously available, but does need to be suitable for therapy sessions and available when the therapist is on site.

As part of this Agreement; it is required that Meridian staff providing services on premises have access to the internet for the purposes of connecting to Meridian's EMR (Electronic Medical Records) to document care and treatment of clients provided at Suwannee County location(s) and to deliver services via synchronous telehealth as necessary for crisis situations. Access required will be via secure VPN (Virtual Private Network) and can be delivered either by Ethernet (wired connection) or secure wireless. Any use by Meridian staff of the School Board's internet access will be subject to the School Board's policies and procedures.

6. The School Board agrees to install an approved HIPAA-compliant application on computer(s) with camera and microphone and located in a secure space that affords privacy. This is a free application that enables school personnel to access a therapist or other clinical staff by telehealth to provide services to youths when a therapist is not available onsite. School to accommodate telehealth equipment including telehealth stations and iPad(s) to enable delivery of services including individual therapy, crisis intervention, consultation to educational staff, and evaluation for Baker or Marchman Acts. Meridian Information Systems staff will provide technical support specific to installation and use of this application and related equipment to access Meridian services.

C. Responsibilities of Meridian

1. Staffing: Meridian will provide appropriately qualified staff in sufficient numbers to meet the service demands of this Agreement. Staff will have sufficient education, training and experience to conduct the procedures described in the "Service and Rate Schedule" in Attachment A, which is incorporated herein by reference.
2. Billing: Meridian will submit a monthly invoice to the School Board for therapeutic services provided by Meridian staff to be reimbursed under this contract. Invoices shall include details of the duration, types, and locations of services provided, and where applicable, the name of the student served.
3. Record Keeping: Meridian will keep individualized medical treatment records for all individuals served under this Agreement. Storage and release of treatment records shall comply with applicable State and Federal law. Records are the sole property of Meridian.

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Meridian will keep all student Educational Records in Meridian's possession confidential and exempt in keeping with the provisions of Section 1002.22, Florida Statutes, Section 90.503, 394.4615 and 456.057 and the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. s. 1232g, and the federal regulations issued pursuant thereto.

4. **Communication with School Personnel:** Meridian staff, subcontractors, and agents will obtain parent/guardian consent to communicate freely with school personnel about the referred child's progress in treatment. This communication shall be subject to the limits and provisions outlined in the consent. Meridian staff will provide quarterly progress reports on each student served under this Agreement. Meridian staff will also maintain a weekly schedule log of services provided. Meridian staff will collaborate with school personnel to plan and implement IEPs and behavior plans for students served under this Agreement.
5. **Scheduling:** Meridian staff will provide services within the constraints of the school day and make every effort to minimize disruption to the learning environment.
6. **Additional consultation:** Meridian will provide the following consultation services, upon request, within available resources:
 - a. Florida licensed clinical social worker, marriage and family therapist, or mental health counselor as a member of Threat Assessment Teams.
 - b. Primary therapist or other clinical staff as part of team meetings with student, parent(s), teachers and other school personnel to develop plans for transition, safety, and follow up services for students returning to school following a Baker or Marchman Act evaluation and/or admission to an inpatient crisis stabilization unit.
 - c. Examination and consultation, in person or via telehealth, to assess need to initiate a Baker or Marchman Act evaluation; licensed staff may also initiate the Baker or Marchman Act, when criteria are met.
 - d. Brief consultation and referral to school staff regarding students not qualifying for or receiving services under this agreement.
 - e. Mental Health First Aid training for educational staff.
 - f. Trauma Informed practices training for educational staff.
7. **Insurance:** Meridian shall be responsible for providing adequate liability and malpractice insurance for the activities described in the Agreement and to that end at all times during the existence of this Agreement Meridian will maintain in force and effect insurance as set forth in Attachment B to the "Cooperative Agreement Between Meridian Behavioral Healthcare, Inc. and The School Board of Suwannee County, Florida" for 2021-2022, which is attached and incorporated into this Agreement by reference and Meridian will provide the School Board with proof of this insurance coverage through a Certificate of Coverage and Meridian agrees to maintain in force and effect, at all times during the existence of this contract, liability/malpractice insurance coverage to cover the contracted services. The Contractor will provide the School Board with evidence of such coverage through a Certificate of Insurance.

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8. Level II Background Screening: Prior to any Meridian staff, working with students of the School Board, Meridian's staff must satisfy the following provisions which implement the requirements of Board Policy, Florida Statute Sections 435.04, 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act), 1012.467 and 1012.468 are included as terms and conditions of this contract:

Fingerprinting and Background Checks:

Meridian will follow procedures for obtaining employees background screening as established by the School Board. To that end Meridian agrees to comply with all requirements of the School Board's Policy and the requirements of Florida Statutes Sections 435.04, 1012.315, 1012.32, 1012.465 (Jessica Lunsford Act) 1012.467 and 1012.468 and any applicable requirements under the new Health and Safety Standards under Chapter 65C-22 and 65C-20, F.A.C, and the 2016 amendments to Section 402.302, and follow-on revisions to 6M-4.620 F.A.C. and 65C-22.003 F.A.C. by certifying that Meridian and Meridian's Staff have completed the mandatory background screenings as required by the referenced policies and statutes. These certifications will be provided to the School Board's superintendent or his/her designee in advance of Meridian providing any/all services under this Agreement. Meridian will bear the cost of all fingerprinting and acquiring the background screening required hereunder and any/all fees imposed by the Florida Department of Law Enforcement and the School Board to conduct the searches and maintain the fingerprints provided with respect to Meridian and Meridian's staff. Meridian will indemnify and hold harmless the School Board against liability in the form of physical or mental injury, death, or property damage resulting from the Meridian's failure to comply with the requirements of these cited policies and statutes.

Meridian will immediately notify the School Board Personnel Department or designee when Meridian discovers that any employee who has contact with, or may have contact with the School Board's students either commits an act that would disqualify them from student contact, or has an item surface during the five (5) year re-screening that disqualifies them from working with students.

Jessica Lunsford Act – Contractor Certification: Meridian personnel include permanent employees, subcontractors, and agents. By accepting this Agreement, Meridian swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with the requirements of the Jessica Lunsford Act, School Board fingerprinting procedures, and the laws of the State of Florida. Failure to comply with the above shall constitute a material breach of this Agreement, and the School Board may avail itself of all remedies pursuant to law. Meridian agrees to indemnify and hold harmless the School Board, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal and mental injury, death, property damages, and attorney fees, arising out of or relating to Meridian's failure to comply with the above. The School Board is required to conduct background screening of anyone coming in contact with the School Board's students. Background screening includes submission of fingerprints (to include employees, agents, and subcontractors) to the FDLE and FBI. The standard to be applied for the screening depends on the nature of the work to be performed. There are exemptions to the

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fingerprinting and background screening requirements of the Act. However, even if a contractor is exempt from fingerprinting and background screening, it will be subject to a search of its name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice.

D. The Parties Jointly Agree

1. Periodic Meetings: Meridian staff and School Board personnel agree to meet periodically to evaluate the demand for services, caseload and billable units to determine appropriate staffing patterns for this Agreement. The Parties also agree to meet, as needed, to develop or refine procedures related to referral and onsite screening processes.
2. Evaluation: Evaluation of the quality of services will be the joint responsibility of both Parties. Meridian will assess quality of services through documentation auditing and peer review procedures, according to Meridian standards. Additionally, Meridian will seek input from School Board staff on a periodic basis, including the completion of annual satisfaction surveys. School Board staff will be responsible for assessing student's academic progress. School Board staff will notify Meridian immediately of any concerns regarding professional conduct or services provided by Meridian.
3. Non-discrimination Policy: The School Board and Meridian agree that students will be counseled without regard to race, color, creed, national origin, age, sex, or economic status. Likewise, Meridian shall not use discriminatory practices in the hiring of staff used to provide services under this Agreement.
4. Independence and Mutual Indemnification: It is understood that employees of Meridian are not agents or employees of the School Board, and employees of the School Board are not agents or employees of Meridian. Neither party to this Agreement assumes any liability for any acts or omissions of the other party or of the agents or employees of the other party. Meridian agrees to indemnify, defend, and hold the School Board, its officers and employees, harmless from any and all liability of the School Board resulting from Meridian's provision of services pursuant to this Agreement.
5. Effective Date: This Agreement will be effective following July 1, 2021 and upon its execution by both parties and will expire on June 30, 2022. Prior to its expiration, either party may terminate this Agreement with or without cause, upon thirty (30) days' written notice to the other party.
6. Default and Remedy: In the event of the failure of either party to comply with any provision of this Agreement, the non-defaulting party shall notify the defaulting party in writing, stating specifically the provision that gives rise to the default. The defaulting party shall be entitled to a period of fifteen (15) days to cure the default. After such fifteen (15) day period, and the notwithstanding the provisions of paragraph five (5) above, the non-defaulting party may immediately terminate this Agreement by written notice. The failure of either party to exercise this right shall not be construed as a waiver of such right in the event of further default or non-compliance.

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E. Additional Department of Education Compliance Requirements

1. Miscellaneous: This Agreement is to be governed by the laws of the State of Florida. Venue for disputes hereunder shall be in the County and Circuit Courts sitting in Alachua County, Florida. This contract is non-assignable by Meridian.
2. General: Meridian agrees to protect, defend, and save harmless the School Board against any demand for payment for the use of any patented material, process, device or article that may enter into the manufacture, construction, or form of any part of the materials or services covered by the order; and the Meridian agrees further to indemnify and save harmless the School Board, its officers, agents and employees from suits or action of every nature and description brought against it for, or on account of any injuries, death, or damages received or sustained by any party or parties by, or from any of the acts of the Meridian, its employees or agents.
3. Warranty-Materials and Services: Meridian expressly warrants that any materials and all work covered by this Agreement will conform to any specification, drawings, samples or other description, furnished or specified by the School Board, and if materials are provided they will be merchantable, of new material, of good workmanship, and free from defects, and fit and sufficient for the purposes intended.
4. Services: Meridian will cause their staff to perform the services under this Agreement in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified personnel, equipment and materials. If all or any part of the services is found by the School Board to be unprofessional, inadequate, or otherwise defective (regardless of whether or not payment for such services has been made) for reasons attributable to Meridian, Meridian shall re-perform at its own expense that aspect of the services found to be defective.
5. Cancellation/Termination: The School Board may cancel all or any services called for under this Agreement if Meridian does not perform as specified, or if Meridian defaults on any of the terms hereof. In the case of default, the School Board may procure the articles or services covered by this order from other sources and hold the Contractor responsible for any excess occasioned thereby.

In any event, either party shall have the right to terminate this Agreement, or any services hereunder, for its convenience, including but not limited to circumstances of the School Board's loss or lack or non-appropriation of funds, upon thirty (30) days advance written notice to the other party. The School Board shall compensate Meridian for services rendered through the date of termination. Neither party shall be obligated hereunder nor likewise liable to pay the other for any other costs, losses, damages, or expenses arising out of or related to the termination of this Agreement or any services performed hereunder.

6. Waiver: The waiver by the School Board of any of the terms and conditions of this Agreement shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this /Agreement, and shall not be construed to be a waiver of any provision, except for the particular instance.

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7. Debarment or Suspension: Meridian certifies that neither Meridian nor any of its principals or staff are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's *List of Parties Excluded from Federal Procurement and Non-Procurement Programs* as amended). Meridian or grantee further certifies that potential sub-recipients, subcontractors, or any of their principals are not debarred, suspended or proposed for debarment. Federal Acquisition Regulations clause 52.209-6, Protecting the Government's Interest when Sub-Contracting with Contractors, Debarred, Suspended or Proposed for Debarment, as amended, is incorporated herein by reference and is applicable to Agreements greater than \$30,000.

8. Public Entity Crimes Affidavit: A person or affiliate who has been placed on the convicted Bidder's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (\$30,000) for a period of 36 months from the date of being placed on the convicted Bidder list.

9. Records Requirement: For Agreements funded by federal funds, subject to Florida Statutes, Section 90.503, 394.4615 and 456.057 Meridian agrees to grant access by the School Board, the Federal grantor agency, the Comptroller General of the United States, the Florida Auditor General or any of their duly authorized representatives to any books, documents, papers, and records of Meridian which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
 - a. Meridian agrees to and shall ensure that all required records are retained. This Agreement is also subject to Attachment C, which is attached hereto and incorporated herein by reference, for compliance with Chapter 119, Florida Statutes.

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**ATTACHMENT A
SERVICE AND RATE SCHEDULE**

Service Type:	Full time Clinician
Description:	Screenings, Individual and Group Outpatient Services, and Behavioral Onsite Therapeutic Support Services as listed below.
Rate of Reimbursement:	\$25,000.00 per fiscal year. Sixty students maximum per clinical caseload.
Service Type:	Screening
Description:	Brief clinical evaluation using evidence-based and developmentally appropriate screening instruments for early identification of individuals at risk for mental health issues, substance abuse, or harm to self or others. Includes recommendations based on screening results, and linkage to more in-depth assessment if indicated.
Rate of Reimbursement:	\$63.25 per screening
Service Type:	Individual Outpatient Services
Description:	Includes assessment, individual therapy, clinical on-site services, family therapy, treatment planning, crisis intervention, evaluation, brief (non-psychiatric) clinic visit, collateral therapy, intensive therapeutic on-site services, individual psycho-educational interventions, provided in person or synchronous telehealth.
Rate of reimbursement:	\$95 per hourly unit; rounded up to the nearest 10-minute increment; Example: 45 minutes is rounded up to 50 minutes= 0.83 units=\$79.16
Service Type:	Group Outpatient Services
Description:	Includes group therapy and group psychoeducational services.
Rate of reimbursement:	\$22.50 per hourly unit; rounded up to the nearest 10-minute increment.
Service Type:	Behavioral On-site Therapeutic Support Services
Description:	Includes One-to-one supervision, intervention and skills training based on client(s) treatment plan.
Rate of reimbursement:	\$38 per hourly unit; rounded up to the nearest 10-minute increment. (H2019HM)

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Service Type:	Psychiatric Evaluation
Description:	Comprehensive psychiatric evaluation, provided in person or via synchronous telehealth
Rate of Reimbursement:	\$300 per service event if performed by a psychiatrist; \$225 if performed by an APRN; typically, a one-hour visit.
Service Type:	Psychiatric Medication Follow-up
Description:	Medication monitoring and follow-up, provided in person or via synchronous telehealth.
Rate of reimbursement:	\$120 per service event; typically, a brief visit
Service Type:	Outreach
Description:	Outreach services are intended to engage students in services, assist staff to make appropriate referrals for treatment and other services for students, and consult with and support school staff in working with students who have behavioral health issues.
Rate of reimbursement:	\$45.75 per hour, rounded up to the nearest 10-minute increment.
Service Type:	Behavior Assessment
Description	Assessment by a licensed and trained clinician to provide a clear operational description of the maladaptive behavior(s) including identification of the events, times, and situations that appear to be associated to the occurrence of the maladaptive behavior(s); identification of functional consequences of maladaptive behavior(s); development of summary statements that describe the maladaptive behavior(s) and its (their) functions; and a summary and recommendations.
Rate of Reimbursement:	This service requires physician authorization. \$385.19 per assessment.
Service Type:	Behavior Analysis
Description	Implementation of a plan based on a behavior assessment; the plan includes observable and measurable descriptions of maladaptive behaviors; identified functions of the behaviors; goals and strategies to change the behaviors; written descriptions of when, where, and how strategies will be implemented; how progress will be evaluated; safety plan, if applicable; discharge criteria; transition plan, if applicable.
Rate of Reimbursement:	This service requires physician authorization. \$69.00 per hour for technician level; \$90.00 per hour for assistant behavior analyst; \$160 per hour for lead analyst. Rounded up to the nearest 10-minute increment.

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Service Type:

Prevention

Meridian offers different evidence-based programs in the classroom or group setting. With one or more of these programs combined with supplemental material/classes/presentations specific to meeting the needs of your school, *Meridian is able to meet all of the standards included in State DOE rules for Mental and Emotional Health Education (6A-1.094121), Substance Use and Abuse Health Education (6A-1.094122), and Child Trafficking Prevention Education (6A-1.094123).* Programs include

Description: **Ropes Course** - Team building activity that enhances self-confidence, team work, communication, initiative and problem solving skills in students. Ropes course activities consist of real and imaginary obstacles designed to challenge groups and individuals to work together to accomplish tasks, usually in an outdoor setting.

Rate of Reimbursement: *\$250 per 2-hour group (up to 15 students)
*\$350 per 3-hour group (up to 15 students)
*School rate only.

Description: **All Stars** is a continuum of prevention programs, for grades 4-12, designed to delay the onset of risky behaviors with adolescents. All Stars aligns with the National Health Education Standards allowing for easy integration into any health or wellness curriculum.

Rate of Reimbursement: \$1125 per 13-week one-hour group

Description: **Girls Circle** is a structured group for girls from 9-18 years, integrating relational theory, resiliency practices, and skills training in a specific format designed to increase positive connection, personal and collective strengths, and competence in girls.
With 14 available curriculums that include 8-13 lessons each, it is possible to tailor an individualized program that meets the needs of your school and/or aligns with the State DOE rules for Mental and Emotional Health Education (6A-1.094121), Substance Use and Abuse Health Education (6A-1.094122), and Child Trafficking Prevention Education (6A-1.094123). Curriculum offers a virtual and/or hybrid delivery option

Rate of Reimbursement: \$950 per 8-weeks, 1.5 hour groups

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Description: **Life Skills Training** has versions for third through fifth graders (8 class sessions); middle school (15 class sessions) and ninth and tenth grades (10 class sessions). The curriculum focuses on developing skills to manage emotions, improve interpersonal relationships and social skills, and prevention of substance abuse. *Curriculum includes 7 of the 10 required topics in the State DOE rule for 5 hours of Mental and Emotional Health Education (6A-1.094121) in grades 6-12 (supplemental material to meet all 10 is available outside of this curriculum) as well as all elements of Substance Use and Abuse Health Education (6A-1.094122). Sessions are 30-45 minutes. Curriculum offers a virtual and/or hybrid delivery option. Sessions are 30-45 minutes.*

Rate of Reimbursement: \$600 for elementary curriculum
\$1025 for middle school
\$850 for high school

Description: **RadKIDS** comprehensive personal empowerment safety education program for elementary school students. RadKIDS is a 10hr curriculum that combines traditional classroom work with dynamic simulation and physical skills to reinforce boundary setting and skills. *RadKIDS aligns with Local, State, and National Standards for Health and Physical Education and meets the state DOE rules for Child Trafficking Prevention Education (6A-1.094123) and Substance Use and Abuse Health Education (6A-1.094122).* In partnership with law enforcement agencies, RadKIDS includes lessons on anti-bullying, drug safety, gun safety, fire safety, stranger safety, home safety, personal touch, car safety, bike safety, physical resistance to violence, and additional safety related topics. 25 student maximum class size.

Rate of Reimbursement: \$670.00 per course.

Description: **Elephant in the Room** is 1hr Suicide Prevention program with curriculum guided discussion around the educational film "Not Alone". Appropriate for middle and high school students, *this program meets the Suicide Prevention (in addition to 3 other) requirements in the state DOE rules for Mental and Emotional Health Education (6A-1.094121) in grades 6-12.*

Rate of Reimbursement: \$150.00 per session

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Description: **Strengthening Families** is an 11 session family skills training program for parents and youth (ages 0-17), designed to teach parents what skill they need to help prevent their kids from using alcohol or drugs, developing mental health issues, and participating in delinquent behavior. The skills focus on family bonding, setting boundaries, and monitoring behavior. Sessions are 30 minutes.

Rate of Reimbursement: \$600 per 11 session course.

Service Type: **Consultation Services**

Description: Licensed clinician to participate in interdisciplinary team staffing with school personnel. This includes but is not limited to:

- Threat Assessment Teams
- Transition planning for youths re-entering school following a Baker or Marchman Act or inpatient psychiatric episode of care.
- Trauma-informed services training

Rate of Reimbursement: \$100 per hour

Service Type: **Mental Health First Aid Training**

Description: Eight-hour training in evidence-based approach to identify and intervene with youths experiencing a crisis due to mental or substance use disorders.

Rate of Reimbursement: \$600 per class, maximum 25 persons per class

Service Type: **Mobile Response Team (MRT)**

Description: The mobile response team (MR) will be available to provide services to individuals experiencing a critical mental health crisis. Services will be performed on-site or through telehealth by trained professional staff within 60 minutes after receiving the crisis call. We will have telehealth equipment available to expedite services. The MRT will provide follow up, referral services and care coordinators to ensure warm handoffs to behavioral health treatment and other community services based on the student and family needs. Services are available 24/7 and can be accessed using our crisis line.

Rate of Reimbursement: No charge for this service.

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ATTACHMENT B

INSURANCE REQUIREMENTS UNDER THE "AGREEMENT":

GENERAL LIABILITY

1. Meridian shall maintain commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 Products/Completed Operations Aggregate for bodily injury and property damage.
2. As work performed under the contract will require contact with students Meridian's insurance coverage must include sexual abuse and molestation.
3. The policy must name The School Board of Suwannee County, Florida, its Officers, Employees, Volunteers and Agents as additional insured using ISO additional insured endorsement CG 20 26 or its equivalent.
4. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs available to The School Board of Suwannee County, Florida using ISO endorsement CG 20 01 or its equivalent.

AUTOMOBILE LIABILITY

1. Meridian shall maintain automobile liability insurance with a minimum limit of \$1,000,000 each accident for bodily injury and property damage.
2. Coverage must include all owned, leased, hired, non-owned, and employee non-owned vehicles and, where applicable, provide personal injury protection.

WORKERS' COMPENSATION/EMPLOYERS' LIABILITY

1. Meridian agrees to maintain workers' compensation coverage in accordance with Chapter 440, Florida Statutes as may be amended from time to time, including employer's liability insurance.
2. The minimum Employers' Liability limits required are \$500,000/\$500,000/\$500,000.
3. Coverage will apply to all those persons rendering services to Meridian for The School Board of Suwannee County, Florida.
4. The policy will provide a Waiver of Subrogation endorsement in favor of The School Board of Suwannee County, Florida, its Officers, Employees, Volunteers and Agents.

NOTICE OF CANCELLATION

1. Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given under the Agreement to the School Board except when cancellation is for non-payment of premium; then ten (10) days' prior written notice may be given to the School Board.
2. Such notice shall be sent directly to the School Board at the addresses in the Agreement.

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3. If any insurance company refuses to provide the required notice, Meridian or its insurance broker shall notify the School Board of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt by Meridian or its insurance broker of insurer's notification to that effect.

PROFESSIONAL LIABILITY

1. Meridian shall maintain professional liability insurance with a minimum limit of \$1,000,000 each claim and \$2,000,000 aggregate covering professional misconduct or lack of ordinary skill for those positions defined in the scope of services in the Agreement.
2. Meridian must provide proof of coverage for up to three (3) years after the completion of the project.
3. Meridian agrees to provide the Board with a certificate or certificates of insurance evidencing the required insurance. Compliance with the requirements of this paragraph shall not relieve the Meridian of its liability and obligations under the Agreement.

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ATTACHMENT C

MAINTENANCE AND PUBLIC ACCESS TO RECORDS

Under the Agreement and in compliance with F.S. 119.0701(2016) Meridian shall:

- A. Keep and maintain public records that would ordinarily and necessarily be required by the School Board in order to perform the services provided by Meridian under the Agreement subject to the records governed by Florida Statutes, Section 90.503, 394.4615 and 456.057 documents created by Meridian related to this contract shall be considered a public record. This includes, without limitation, any and all financial, accounting, instructional, curriculum, testing, operational or service records or reports kept, generated or issued as a normal part of the services provided.
- B. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Meridian does not transfer all the records to the School Board.
- D. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in possession of Meridian or keep and maintain public records required by the School Board to perform the service. If Meridian transfers all public records to the School Board upon completion of the Agreement, Meridian shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Meridian keeps and maintains public records upon completion of the Agreement, Meridian shall meet all applicable legal requirements for retaining the type of Public Records kept and maintained by Meridian. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.
- E. If Meridian does not comply with a public records request, the School Board shall be entitled to enforce these contract provisions by any legal or equitable means available, including, without limitation, damages, injunctive relief or both.

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Failure of Meridian to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event a civil action is filed against Meridian to compel production of public records where Meridian has unlawfully refused to comply with the public records request within the time required by law, the Plaintiff may be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from Meridian as authorized by 119.0701, Fla. Stat.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT SUWANNEE CUSTODIAN OF PUBLIC RECORDS, FOR QUESTIONS REGARDING MERIDIAN FINANCIAL RECORDS, CONTACT MERIDIAN'S CHIEF FINANCIAL OFFICER, LAWRENCE FRANK AT (352)374-5600, 1565 SW WILLISTON ROAD, GAINESVILLE, FL 32608. FOR MERIDIAN CLINICAL RECORDS, CONTACT MERIDIAN'S CHIEF INFORMATION OFFICER, MELISA URRUTIA AT, (352) 374-5600, 1565 SW WILLISTON ROAD, GAINESVILLE, FL 32608.

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BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into, and effective on the date of execution by both parties (the "Effective Date") by and between Meridian Behavioral Healthcare, Inc. ("Meridian" or "Covered Entity") and Suwannee County School Board ("Business Associate"). The parties to this Agreement if not referred to as Covered Entity or Meridian or Business Associate may sometimes collectively be referred to "the Parties." The Parties mutually agree as follows:

INTRODUCTION

The purpose of this Agreement is to comply with the requirements of (i) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the associated regulations, as may be amended; (ii) the HIPAA Privacy Rule codified at 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended; (iii) the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended; (iv) the Breach Notification Rule, codified at 45 C.F.R. Part 164, Subpart D, as may be amended; (v) the Enforcement Rule codified at 45 C.F.R. Part 160, Subparts C and D, as may be amended; (vi) the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"); (vii) the Enforcement Rule codified at 42 C.F.R. Part 2, Confidentiality of Substance Use Disorder Patient Records; and (viii) the HIPAA Omnibus Final Rule published in the Federal Register at 78 Fed. Reg. 5,566 (Jan. 25, 2013), and effective on March 26, 2013. The HITECH Act provides further protection for the privacy and security of PHI used and disclosed through health information technology. The Privacy, Security, Breach Notification and Enforcement Rules are collectively referred to herein as the "HIPAA Rules." Unless otherwise defined in this Agreement, capitalized terms have the meanings given in the HIPAA Rules and the HITECH Act.

In consideration of the new and continuing obligations under the Services Agreement referenced below and other good and valuable consideration, the parties agree to comply with this Agreement and the requirements of the HIPAA Rules and the HITECH Act as follows:

1. **Services.** Meridian and Business Associate have entered into an agreement under which Business Associate will perform certain services for Meridian ("the Services Agreement") Under the Services Agreement, Business Associate may create, receive, use, maintain or transmit PHI from or on behalf of Covered Entity in the course of providing certain services (the "Services") for Covered Entity. The Services Agreement is incorporated herein by reference. In the event of a conflict between the terms of the Services Agreement and this Agreement, this Agreement shall control.

2. **Permitted Uses and Disclosures.** Business Associate may use and/or disclose PHI only as permitted or required by this Agreement, or as otherwise required by law. Business Associate may disclose PHI to, and permit the use of PHI by, its employees, contractors, agents, or other representatives only to the extent directly related to and necessary for the performance of Services under the Services Agreement. Business Associate shall make uses and disclosures, and

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requests for PHI from Covered Entity, only in a manner consistent with HIPAA's minimum necessary requirements, and no more than the minimum PHI necessary to perform under the Services Agreement. Business Associate shall not use or disclose PHI in a manner (i) inconsistent with Covered Entity's obligations under the HIPAA Rules or the HITECH Act, or (ii) that would violate the HIPAA Rules or the HITECH Act if disclosed or used in such a manner by Covered Entity. Business Associate may use PHI for the proper management and administration of Business Associate's business and to carry out its responsibilities in accordance with 45 C.F.R. § 164.504(e)(4) and/or 42 C.F.R. Part 2. Business Associate may not de-identify PHI received from, or created on behalf of Covered Entity without the express written authorization of Covered Entity. Business Associate shall make no use or disclosure of PHI in any manner which is contrary to the interest of Meridian or will cause Meridian harm.

3. **Safeguards for the Protection of PHI.** A Covered Entity, in accordance with §164.306, may permit a Business Associate to create, receive, maintain, or transmit electronic protected health information on the Covered Entity's behalf only if the Covered Entity obtains satisfactory assurances, in accordance with §164.314(a) that the Business Associate will appropriately safeguard the information. Business Associate shall conduct an accurate and thorough risk assessment of the potential risks and vulnerabilities to the confidentiality, integrity, and availability of Electronic PHI held by Covered Entity.

4. **Reporting and Mitigating the Effect of Unauthorized Uses and Disclosures.** If Business Associate has knowledge of any use or disclosure of PHI not provided for by this Agreement, then Business Associate shall promptly notify Covered Entity in accordance with Section 12. Business Associate shall establish and implement procedures and other reasonable efforts for mitigating, to the extent possible, any harmful effects arising from any improper use and/or disclosure of PHI of which it becomes aware. Furthermore, in the event Business Associate becomes aware of a Security Incident involving PHI, by itself or any of its agents or subcontractors, Business Associate shall notify Covered Entity in writing within ten (10) calendar days, of such Security Incident. Business Associate shall identify the: (i) date of the Security Incident; (ii) scope of the Security Incident; (iii) Business Associate's response to the Security Incident; and (iv) identification of the party responsible for the Security Incident, if known. Covered Entity and Business Associate agree to act together in good faith to take reasonable steps to investigate and mitigate any harm caused by such unauthorized use or Security Incident. For these purposes, a "Security Incident" shall mean the successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

5. **Data Breach Notification and Mitigation.** Business Associate agrees to promptly notify Covered Entity of any "Breach" of "Unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "Data Breach"). The Parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section, governs the determination of the date of a Data Breach. Business Associate shall, following the discovery of a Data Breach, promptly notify Covered Entity and in no event later than five (5) calendar days after Business Associate discovers such Data Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a Data Breach to Covered Entity, the discovery of a Data Breach shall occur as of the first day on which such Data Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to

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Business Associate. Business Associate shall be considered to have had knowledge of a Data Breach if the Data Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the Data Breach) who is an employee, officer or other agent of Business Associate. No later than five (5) calendar days following a Data Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the Data Breach notification requirements set forth at 45 C.F.R. §164.400 et seq. Specifically, if the following information is known to (or can be reasonably obtained by) Business Associate, Business Associate shall provide Covered Entity with: (i) contact information for Individuals who were or who may have been impacted by the Data Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the Data Breach, including the date of the Data Breach, date of discovery, and number of Individuals affected by the Data Breach; (iii) a description of the types of unsecured PHI involved in the Data Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnosis and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the Data Breach, mitigate harm to the Individual impacted by the Data Breach, and protect against future Data Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions and/or learn additional information concerning the Data Breach. Following a Data Breach, Business Associate shall have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the Data Breach, including but not limited to the information described in the items above.

6. Use and Disclosure of PHI by Subcontractors, Agents, and Representatives.

Business Associate shall require any subcontractor, agent, or other representative that is authorized to create, receive, maintain, or transmit PHI on behalf of Business Associate to execute a business associate agreement to agree in writing to the same terms set forth herein. Business Associate shall terminate its business associate agreement with any subcontractor, agent or other representative if such subcontractor, agent or representative fails to abide by any material term of such agreement. Such business associate agreement shall identify Covered Entity as a third-party beneficiary with rights of enforcement in the event of any HIPAA violations. Any Agreement with any subcontractor, agent or other representative shall specifically include all of the terms of Paragraph 2 of this Agreement.

7. Individual Rights. Business Associate shall comply with the following Individual rights requirements as applicable to PHI used or maintained by Business Associate:

7.1. Right of Access. Business Associate agrees to provide access to PHI maintained by Business Associate in a Designated Record Set, at the request of Covered Entity, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. §164.524. Such access shall be provided by Business Associate in the time and manner designated by Covered Entity, including, where applicable, access by electronic means pursuant to Section 13405(e) of the HITECH Act.

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7.2. Right of Amendment. Business Associate agrees to make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

7.3. Right to Accounting of Disclosures. Business Associate agrees to document such disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, such information collected in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

7.4. No Waiver of Privilege. Notwithstanding 7.1, 7.2, and 7.3 above, Business Associate shall not permit access to any record if such access would violate Meridian's or Business Associate's ethical responsibilities or any privileges which Business Associate or Meridian may have under Florida or Federal law. To the maximum extent permitted by law, Meridian hereby reserves and retains any and all privileges which Meridian may have under Florida or Federal law related to the confidentiality of all patient records of Meridian or any attorney-client privilege or any attorney-work product privilege which Meridian may have with respect to Business Associate's performance of its obligations under this section. The parties acknowledge that Meridian retains the right to waive its attorney-client privilege with regard to its own records and to expressly instruct Business Associate to provide access to those records as a result of that waiver. In the event Meridian determines to waive any privilege which it may have, Meridian shall provide Business Associate with written notice of that waiver before Business Associate may act on any such decision.

8. Ownership of PHI. Covered Entity holds all right, title and interest in and to any and all PHI received by Business Associate from, or created or received by Business Associate on behalf of, Covered Entity, and Business Associate does not hold, and shall not acquire by virtue of this Agreement or by virtue of providing any services or goods to Covered Entity in the course of fulfilling its obligations pursuant to this Agreement, any right, title or interest in or to such PHI. Except as specified in this Agreement, Business Associate shall have no right to compile, distribute, make any statistical analysis, or develop any report utilizing any PHI provided to Business Associate under this Agreement nor may Business Associate release any information about PHI or the PHI to any other governmental or private agency or entity without the express written consent of Meridian.

9. Prohibition on Sale of PHI. Business Associate shall not sell or receive any remuneration, direct or indirect, of any kind in exchange for PHI or in exchange for the disclosure of PHI to any public or private agency or entity, except as expressly permitted by this Agreement or by the Services Agreement or by written authorization of Meridian.

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10. **Inspection of Books and Records.** If Business Associate receives a request, made by or on behalf of HHS requiring Business Associate to make available its internal practices, books, and records relating to the use and disclosure of PHI to HHS for the purpose of determining compliance of Covered Entity with the Privacy Standards or the Security Standards, then Business Associate shall promptly notify Covered Entity of such request. Except as otherwise set forth below, Business Associate shall make its books and records relating to the use and disclosure of PHI by Covered Entity available to HHS and its authorized representatives for purposes of determining compliance of Covered Entity with the Privacy Standards and Security Standards.

To the extent permitted by law, Covered Entity hereby reserves and retains any and all privileges in which it has an interest under Federal or Florida law including attorney-client privilege or attorney-work product privilege with respect to Business Associate's performance if its obligations under this Agreement and this Section 10. Business Associate, to the maximum extent permitted by law, hereby reserves and retains any and all privileges it may have including all work product or other privileges or rights. If the Services Agreement is for legal services, then this section shall not be construed to require Business Associate to disclose or produce communications subject to the attorney-client, work-product, or other privileges or rights with respect to materials that analyze, evaluate or discuss the legal implication of PHI. Notwithstanding the above, in no event shall Business Associate delay complying with a request of HHS or its authorized representatives if such delay appears reasonably likely to result in any penalty, fine or other liability being levied or imposed upon Covered Entity (such likelihood to be determined in the sole discretion of Covered Entity), and Covered Entity has instructed Business Associate in writing to disclose the information requested by HHS or its authorized representatives. The Parties acknowledge that Covered Entity retains the right to: (i) waive the attorney-client privilege with regard to books and records, and (ii) expressly instruct Business Associate to provide HHS and its authorized representatives with such books and records in the event of such waiver.

11. **Term and Termination.**

11.1. **Term.** This Agreement shall commence on the Effective Date and end with the termination of the Services Agreement unless terminated sooner pursuant to Section 0.

11.2. **Termination for Breach by Covered Entity.** As provided for under 45 C.F.R. § 164.504(e)(2)(iii), Covered Entity may immediately terminate this Agreement, all relevant Services Agreement(s) and any related agreements if Covered Entity determines that Business Associate has breached a material term of this Agreement. Alternatively, and in the sole discretion of Covered Entity, Covered Entity may choose to provide Business Associate with written notice of the existence of the breach and provide Business Associate with thirty (30) calendar days to cure said breach upon mutually agreeable terms.

11.3. **Termination by Business Associate.** If Business Associate determines that Covered Entity has breached a material term of this Agreement, then Business Associate shall provide Covered Entity with written notice of the existence of the breach and shall provide Covered Entity with thirty (30) calendar days to cure said breach upon mutually agreeable terms or end the violation within this thirty (30) day period. Failure by Covered

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Entity to cure said breach or violation in the manner set forth above shall be grounds for immediate termination of the Services Agreement by Business Associate.

11.4. Effect of Termination. Upon termination of this Agreement, Business Associate shall recover any PHI relating to this Agreement in possession of Business Associate and its subcontractors, agents, or representatives. Business Associate shall return to Covered Entity or destroy all such PHI plus all other PHI relating to this Agreement in its possession, and shall retain no copies. If Business Associate believes that it is not feasible to return or destroy the PHI as described above, Business Associate shall notify Covered Entity in writing. The notification shall include: (i) a written statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. If the Parties agree that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in this Agreement shall be extended to any PHI retained after the termination of this Agreement, and that any further uses and/or disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible. If the Parties do not agree that Business Associate cannot feasibly return or destroy the PHI, then Business Associate shall comply with this Paragraph 11.4. If Business Associate refuses to comply with this Paragraph 11.4, then Covered Entity shall treat the refusal as a material breach of this Agreement. In all events, Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

12. Notices. Any and all notices and other communications required or permitted to be given under this Agreement shall be: (a) delivered by personal delivery, provided the person to whom delivered signs a receipt; (b) delivered by commercial courier such as Federal Express, provided the person to whom delivered signs a receipt or the commercial courier can verify delivery; (c) sent by overnight U.S. express mail, provided the postal service can verify delivery; (d) sent by registered or certified mail, postage prepaid, provided delivery is actually made; or (e) sent by facsimile, provided the person that sent the notice can verify delivery. All notices shall be sent to the following addresses or to such other addresses as shall be furnished by notice to the other party in accordance with the provisions of this Section 12:

If to Meridian Behavioral
Healthcare, Inc.:

1565 SW Williston Road
Gainesville, FL 32608
Attn: Don Savoie
President/CEO

If to Suwannee County
School Board:

1740 Ohio Avenue South
Live Oak, FL 32064
Attn: Ted Roush
Superintendent

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13. Miscellaneous.

13.1. Survival. The respective rights and obligations of the Parties under Section 0 (Inspection of Books and Records), Section 0 (Effect of Termination), and Section 0 (Miscellaneous) shall survive termination of this Agreement indefinitely, and those other provisions of this Agreement that apply to rights or obligation of a Party, which continue or arise upon or after the termination of this Agreement shall survive the termination this Agreement to the extent necessary to enforce such rights and obligations and to otherwise effectuate such provisions. It is expressly understood that all limitations, restrictions or prohibitions on the use or disclosure of PHI by Business Associate shall continue to exist and shall survive termination of this Agreement for any reason.

13.2. State Law. In addition to HIPAA and the HITECH Act, Business Associate shall comply with all applicable Florida law related to patient privacy or other privacy restrictions on records of Meridian and federal security and privacy laws.

13.3. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

13.4. Amendment. This Agreement may be amended or modified only in a writing signed by the Parties. The Parties agree that they shall negotiate amendments to this Agreement to conform to any changes in the HIPAA Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Rules. In addition, in the event that either Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules or any other applicable legislation, then either Party has the right to terminate this Agreement and the Services Agreement upon written notice to the other Party.

13.5. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules and the HITECH Act and permit compliance with requirements of Florida patient confidentiality law to the extent they are more stringent than HIPAA Rules or the HITECH Act.

13.6. Governing Law; Venue. This Agreement shall be governed by and construed in all respects by the laws of the State of Florida. The state court forum for any action commenced under this Agreement shall be in the Circuit Court in and for the Eighth Judicial Circuit of Florida. In the event Federal Court jurisdiction is mandated by some state or federal law, then venue and jurisdiction shall be The United States District Court in the Northern District of Florida, Gainesville Division.

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13.7. No Third Party Beneficiaries. Except as provided in Section 6, nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors and permitted assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

13.8. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, such unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect.

13.9. Assignment. Neither Party may assign this Agreement without the prior written consent of the other.

13.10. Attorney's Fees and Costs. Should legal action be required to enforce the terms of this Agreement, the prevailing Party will be entitled to receive from the other Party all costs incurred in connection with such action, including reasonable attorney, legal assistant, investigator, and other paralegal and clerical fees and costs, including such costs and fees on appeal, if any.

13.11. Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

13.12. E-Verify. Effective July 1, 2020

- A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.
- B. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.
 - (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

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- D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

**MERIDIAN BEHAVIORAL
HEALTHCARE, INC.:**

**SUWANNEE COUNTY
SCHOOL BOARD:**

By: _____

By: _____

Its: Don Savoie
President/CEO

Its: Ted Roush
Superintendent

Chairperson, Suwannee County School Board

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

- 10) Child indicates he/she perceives that he/she is in an emotional crisis and requests professional services

- 3. Referral Process: The School board will refer eligible students through the principal or his/her designee in accordance with the criteria listed above.

The School Board agrees to designate personnel from each school such as the guidance counselor to be active with Meridian assigned school therapist and Meridian Program Manager for processing referrals and to facilitate having school referred/Meridian-involved students prepared i.e. in office area or other designated location, at agreed upon consecutive time slots, for school based clinical sessions.

The School Board is contracting for Meridian to dedicate ~~four~~ ^(changed from one) full time equivalent clinician(s) to provide assessments, treatment planning and clinical interventions on site at school for Suwannee County schools. Each dedicated clinician to carry a caseload up to sixty clients. Contracted clinician to provide screenings, group and individual therapy to students. School board agrees to not refer to student to other providers for services Meridian clinicians are providing. Mobile Response team to be utilized as first service to respond to crisis when contracted Meridian clinician is not on location at the time of the crisis.

Meridian will respond to all requests for referral for mental health screenings within 3 school days. If the referral is accepted, the assessment of students at risk for mental health disorders will occur within 15 days of referral. Parent or guardian consent must be obtained prior to referral for mental health screening. If Meridian is selected to provide ongoing care by guardian; school based mental health services will be initiated within 15 days after identification and assessment, and community based mental health services, if identified, will be initiated within 30 days after the school or district makes a referral. Suwannee County School Board agrees to refer all students being served, beyond those being served by Suwannee County school counseling personnel, in need of mental health and substance services, to Meridian Behavioral Healthcare.

The School Board understands for school referred/Meridian-involved students to be served routinely by additional Meridian clinicians (outside of the purchased FTE Meridian clinician) the clinician(s) will need to have enough referred students to justify the time and travel involved in getting to those schools. When neither is the case, the school referred students may be seen at local Meridian offices instead of the respective school. The School Board is purchasing additional time for clinician to be present for services that are not billable to Medicaid or third party insurance or other available funding, including but not limited to crisis intervention, consultation, and training

- 4. Liability and Protection of Health Information: The School Board agrees to render full cooperation with Meridian in recommending and referring students for counseling and/or consultation, and to facilitate Meridian's obtaining consent for treatment and releases of information.

Sentinel Scholars Collegiate Academy Pilot

Memorandum of Understanding
Between
North Florida College
And
Suwannee County School District

This Memorandum of Understanding (MOU), effective on the date of execution by both parties is entered into by and between North Florida College (NFC) and the Suwannee County School District (SCSD). This agreement allows flexibility for program modification as needed and as collaboratively agreed upon by both parties regarding the development of the Sentinel Scholars Collegiate Academy.

1. Purpose:

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A cohort model of eligible students will be implemented with students beginning their college coursework in the spring semester of their 9th grade year. Year One of the pilot would limit number of cohort seats to 30. In grades nine through eleven, Collegiate Academy students take both college-level and high school coursework at their high school site. In grade eleven, however, collegiate academy students will be expected to attend specific dates on the campus of North Florida College for instruction as a part of the course delivery. Upon earning of 30-credit hours, an advising session with NFC personnel on NFC's campus will also be required in grade eleven. In twelfth grade, all coursework is completed either at North Florida College, online, or a combination of both. *See Appendix A for General Education requirements for the Associate in Arts degree. See Appendix B for suggested sample outline/map of courses for Collegiate Academy participants.*

Dual-enrollment college credit courses are recommended to the State Board of Education by the State Articulation Coordinating Committee as meeting high school graduation requirements. The *Dual Enrollment Course – High School Subject Area Equivalency List* states the relationship

between high school and college course subject areas and dictates the awarding of credit for courses (available online at <http://www.fldoe.org/articulation/DEList.pdf>). Collegiate academy students shall earn both high school credit from the SCSD and college credit from NFC if they meet the minimum requirements for satisfactory completion of such courses.

To guarantee completion of 60 college credit hours required for the awarding of the Associate in Arts (AA) degree, NFC reserves the right to prescribe specific General Education courses as part of the completion pathway. Furthermore, the "floating six" General Education electives (6 credit hours) will be prescribed courses mutually agreed upon by both parties (currently: POS 2041 American National Government and ECO 2013 Macroeconomics). Additional elective hours (24 credit hours) will be limited to a select menu of courses to choose from based on when courses are offered.

Collegiate academy students are not permitted to pay to take any college courses. SCSD is responsible for the purchase of college required textbooks for each participating student.

3. Eligibility Requirements for Participation in the Sentinel Scholars Collegiate Academy Program:

- A. Initial Eligibility Requirements: Students eligible to apply for the lottery to participate in the collegiate academy program must be (rising) 9th grade students who have a cumulative unweighted GPA of 3.0 in all academic coursework and a cumulative unweighted GPA of 3.0 in at least one academic high school course taken as an 8th grader; must include Algebra I. Collegiate academy candidates must have a level 3, 4, or 5 on the 8th grade Florida Standards Assessment for English Language Arts. Collegiate academy students accepted into the cohort must demonstrate college readiness with appropriate college-ready scores on either the PERT, ACT, or SAT placement exams before the beginning of the 10th grade year. No student shall be enrolled in a college credit dual enrollment course (with the exception of SLS 1103, Strategies for Academic Success, taken during students' 9th grade spring semester) unless the student has demonstrated adequate precollegiate preparation on the appropriate sections of the PERT, ACT, or SAT (*see Appendix C for state required minimum scores*).
- B. Continued Eligibility Requirements: Collegiate academy students must maintain an unweighted cumulative high school GPA of 3.0 or higher and a college GPA of 3.0 or higher to continue in the Collegiate Academy program. Students will be allowed a probationary period if the college GPA falls below a 3.0 but remains higher than a 2.0. The student remains on probation until a minimum of seven (7) college credit hours have been attempted for GPA calculation purposes. However, it is the high school principal's discretion whether to allow the student to continue their eligibility in the Collegiate Academy once on probationary status. Students whose college GPA falls below a 2.0 will be dismissed from the program. Students whose college GPA does not improve to a 3.0 or higher after the probationary period will be dismissed from the program; however, if eligible, these students may continue college coursework through regular dual-enrollment status. In this case, students are not guaranteed the courses needed for completion of their AA degree. If a student withdraws from a college credit course and receives the grade of "W," the high school principal makes the determination whether or not the student registers the next term. Furthermore, any student receiving a grade of "W" may repeat the course with the approval of the high school principal.

Grade Forgiveness: Grades of D or F may be forgiven by subsequent-semester enrollment in the course in which the insufficient grade was earned. For Collegiate Academy purposes, grade forgiveness may have to be applied as a traditional dual enrollment student if dismissed from the academy due to college GPA falling below a 2.0. The improved grade shall be used in calculation of the NFC grade point average. The previous grades of D or F shall not be included in the calculation of the NFC grade point average. However, all grades remain posted on the NFC transcript and may be recomputed at any institution to which the student may transfer. The receiving institution shall determine whether or not grade forgiveness is granted.

Late Enrollees: A student who transfers to a SCSD high school may be eligible for late enrollment into the academy but must enter the lottery process described in sections 4 and 5 of this agreement no later than the summer before his/her 10th grade year.

Effective Summer 2020, NFC summer courses are not available to dual-enrolled students, with the exception of the one summer term included in the Collegiate Academy degree map. However, Collegiate Academy cohort students who withdraw from a course (or courses) and/or students who are late enrollees may use the summer sessions to make up the lacking credit hours (limit of 9 credit hours behind). Priority seating for Collegiate Academy students is only available during the fall and spring semesters; summer courses and seating will be available on a first come first serve registration basis and are not guaranteed unless indicated on the Collegiate Academy degree map.

- C. Graduating Seniors: Students who complete their high school requirements for graduation prior to the completion of their postsecondary coursework may not register for college courses through the Collegiate Academy program.

4. Application Process:

Eligible (rising) 9th grade students will receive a letter from NFC's President inviting them to apply for the Collegiate Academy program. Invitees are required to attend NFC's Collegiate Academy Information session held on the high school sites in order to receive the Sentinel Scholars Collegiate Academy Lottery Application. The completed application must be submitted, with all necessary signatures (including parent/guardian signature), by the posted deadline. The SCSD will confirm that the student is eligible to participate in the Collegiate Academy program prior to the applications being submitted to the lottery. Collegiate Academy program application deadlines will be published by the SCSD and posted on NFC's website.

5. Selection Process:

A representative from both the SCSD and NFC will use the lottery system to select 30 eligible students to participate in the Collegiate Academy program. *See Appendix D for lottery procedure steps.*

6. Registration Process:

The Collegiate Academy's registration/enrollment policies will follow the same registration policies for the Dual Enrollment courses that are addressed in the NFC and SCSD's Dual Enrollment articulation agreement.

7. Student Advising and Progress Monitoring:

The SCSB's guidance staff will maintain oversight and monitoring responsibility to ensure the meeting of high school graduation requirements remains the first priority. In addition, each high school's dual enrollment contact will check the unweighted high school GPA of Collegiate Academy students to confirm GPA qualifications are met. NFC's Dual Enrollment Coordinator will maintain oversight and monitoring responsibility of Collegiate Academy students' college GPA. High school guidance counselors or dual enrollment contact will meet at least once a year with NFC's Dual Enrollment Coordinator and Director of Dual Enrollment to ensure seamless articulation and coordination. NFC's Early Alert system will be used to notify high school counselors and Collegiate Academy students of unsatisfactory progress in coursework.

8. Instruction:

Instructors of dual enrollment Collegiate Academy courses will have college teaching credentials established by the Southern Association of Colleges and Schools (SACS). All instructors will meet or exceed the academic and professional preparation requirement for teaching at NFC. NFC shall vet and appoint all instructors.

9. Travel:

SCSD will coordinate transportation for Collegiate Academy students to travel to NFC's campus for on-site instruction, advising, and additional activities agreed upon. NFC personnel will coordinate course offerings and advising sessions in a systematic way, ensuring efficient travel arrangements.

10. Branding:

NFC will develop a Sentinel Scholars Collegiate Academy program brand to include program-specific logo, website, brochure, shirts, etc. Graduation regalia will include a stole specifically designed to recognize Collegiate Academy students.

11. Reference to the Dual-Enrollment Articulation Agreement

Parties involved with the Collegiate Academy program shall refer to the NFC and SCSD Dual Enrollment articulation agreement for all other dual enrollment-related topics not addressed in this memorandum of understanding.

12. Signatures

In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

NORTH FLORIDA COLLEGE

John Grosskopf, President

Date

Jennifer Page, Chief Academic Officer

Date

SUWANNEE COUNTY SCHOOL DISTRICT

Ted Roush, Superintendent of Schools

Date

Tim Alcorn, Board Chairman

Date

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

Appendix A

General Education Requirements for the Associate in Arts Degree

Program Code 1001

CIP 24.0101

Gordon Rule (State Rule 6A-10.30) requires all students enrolling in a Florida public college or university after October 1982 to complete four courses (twelve credit hours) with multiple writing assignments and two courses (six credit hours) of mathematics at the level of college algebra or higher. Each Gordon Rule course must be completed with a grade of "C" or better. **Gordon Rule courses are designated below by "(GR)" following the course title.**

Florida General Education Core (State Rule 6A-14.0303) requires that, prior to the award of the Associate in Arts degree, first time in college students entering a Florida College System institution in Fall Term 2015, and thereafter, must complete at least one (1) Florida General Education Core course from each of the general education areas. **All course options that meet the Florida General Education Core requirement are designated by "*" preceding the course prefix and number.**

Students must complete at least one Florida General Education Core course (designated with "*") from each General Education area, a minimum of 6 hours from each General Education area and a total of 36 hours of General Education. **Once the minimum of 6 credit hours is met for each General Education area, additional General Education credit hours may be taken from any of the General Education areas to reach a total of 36 credit hours.** Any General Education credit hours completed above the required 36 credit hours will count as elective credits toward the A.A. degree.

Civic Literacy Requirement: Associate In Arts degree-seeking students entering Fall Term 2018 and thereafter will be required to demonstrate civic literacy competency pursuant to Section 1007.25(4). For more information, consult an academic advisor. See also Civic Literacy Requirement in the Graduation Requirements section on page 25.

Foreign Language Competency: Associate in Arts degree-seeking students initially entering Fall Term 2014 and thereafter are required to demonstrate foreign language competency. For more information, consult an academic advisor. See also Foreign Language in the Graduation Requirements section on page 25.

COMMUNICATIONMinimum of 6 Credit Hours

A grade of "C" or better must be earned in order for the course to meet General Education Requirements.

CRW 2001 Introduction to Creative Fiction and Poetry (GR)

*ENC 1101 Freshman English I (GR)

ENC 1102 Freshman English II (GR)

HUMANITIESMinimum of 6 Credit Hours

A grade of "C" or better must be earned in order for the course to meet General Education Requirements.

AML 2010 American Literature I (GR)

AML 2020 American Literature II (GR)

*ARH 2000 Humanities Art (GR)

ENL 2012 British Literature I (GR)

ENL 2022 British Literature II (GR)

- *HUM 1020 Introduction to Humanities (GR)
- HUM 2210 General Humanities I (GR)
- HUM 2230 General Humanities II (GR)
- HUM 2310 Mythology
- *LIT 1000 Introduction to Literature (GR)
- LIT 2020 Short Story (GR)
- LIT 2110 World Literature I (GR)
- LIT 2120 World Literature II (GR)
- *PHI 2010 Introduction to Philosophy (GR)
- REL 2300 Introduction to World Religion (GR)

MATHEMATICS.....Minimum of 6 Credit Hours

A grade of "C" or better must be earned in order for the course to meet General Education Requirements.

- *MAC 1105 College Algebra (GR)
- MAC 1114 Trigonometry (GR)
- MAC 2140 Precalculus (GR)
- MAC 2233 Applied Calculus I (GR)
- *MAC 2311 Calculus with Analytic Geometry I (GR)
- MAC 2312 Calculus with Analytic Geometry II (GR)
- MAC 2313 Calculus with Analytic Geometry III (GR)
- MAP 2302 Ordinary Differential Equations (GR)
- *MGF 1106 Math for Liberal Arts I (GR)
- *MGF 1107 Math for Liberal Arts II (GR)
- *STA 2023 Introductory College Statistics (GR)

NATURAL SCIENCES.....Minimum of 6 Credit Hours

The six (6) credit hours must include at least one (1) course with lab (designated with either a C or L following the course number), and it is highly recommended that students take one (1) course from the biological sciences and one (1) course from the physical sciences. A science sequence is not required; however, transfer students whose major requires two courses in a sequence, such as General Chemistry I and II, should take both courses at NFC.

BIOLOGICAL SCIENCE

- BOT 2010C Introduction to Botany
- *BSC 1005C Introduction to Biology
- *BSC 1010C Principles of Biology I
- BSC 1011C Principles of Biology II
- BSC 1084 Survey of the Human Body
- *BSC 2085C Human Anatomy & Physiology I
- BSC 2086C Human Anatomy & Physiology II
- *EVR 1001 Introduction to Environmental Science
- EVR 1001L Introduction to Environmental Science Lab
- HUN 2201 Fundamentals of Human Nutrition
- MCB 2010C Microbiology I

- OCE 1000 Introduction to Oceanography

ZOO 2010C General Zoology

Note: Students will not receive Science General Education credit for both BSC 1005C and BSC 1010C. If both are taken, one course will count toward elective credit hours.

PHYSICAL SCIENCE

- * AST 1002 Introduction to Astronomy
- AST 1002L Introduction to Astronomy Lab
- CHM 1033C Survey of Chemistry
- * CHM 1045 General Chemistry I
- CHM 1045L General Chemistry I Lab
- CHM 1046 General Chemistry II
- CHM 1046L General Chemistry II Lab
- CHM 2210 Organic Chemistry I
- CHM 2210L Organic Chemistry I Lab
- CHM 2211 Organic Chemistry II
- PSC 1341C Physical Science I
- CHM 2211L Organic Chemistry II Lab

- * PHY 1020C Fundamentals of Physics

- * PHY 1053 General Physics I
- PHY 1053L General Physics I Lab
- PHY 1054 General Physics II
- PHY 1054L General Physics II Lab
- * PHY 2048 Physics I with Calculus
- PHY 2048L Physics I with Calculus Lab
- PHY 2049 Physics II with Calculus
- PHY 2049L Physics II with Calculus Lab

SOCIAL SCIENCES.....Minimum of 6 Credit Hours

- AMH 1070 History of Florida
- AMH 2010 American History I
- * AMH 2020 American History II #
- AMH 2091 African-American History
- CCJ 1020 Introduction to Criminal Justice
- DEP 2004 Human Development
- * ECO 2013 Macroeconomics
- ECO 2023 Microeconomics
- * POS 2041 American National Government #
- * PSY 2012 General Psychology
- * SYG 1000 Introductory Sociology
- SYG 2010 Social Problems
- WOH1012 World History to 1600
- WOH1022 World History Since 1600

- # Meets Civic Literacy Requirement

GENERAL EDUCATION TOTAL..... 36 Credit Hours

ELECTIVES..... 24 Credit Hours

TOTAL HOURS REQUIRED: 60 Credit Hours

Appendix B

Collegiate Academy Course Map – Suwannee

Incoming Middle School Credits: Algebra 1 Honors and Level 3 or higher on Algebra 1 EOC

This degree map outlines the mutually agreed-upon NFC college credit courses offered by semester. Collegiate Academy students are guaranteed seats in the courses listed below. Electives will be offered upon availability as a menu of course options from which students can choose. High school course schedules will vary by high school site.

Freshman Year	
Fall	Spring 3 credit hours
	SLS 1103 (Strategies for Academic Success)

PERT – At end of Freshman Year

Sophomore Year	
Fall 3 credit hours	Spring 3 credit hours
AMH 2010 (American History 1)	AMH 2020 (American History 2)

Summer Between Sophomore and Junior Year	
*if preferred, and with high school approval, students may opt to wait until the summer between Junior and Senior year to fulfill this requirement.	
Online Course Elective Options: Select One CGS 1100 (Computer Applications I) GEB 1011 (Intro to Business) SYG 1000 (Intro to Sociology) HSC 1531 (Medical Terminology)	3 credit hours

Junior Year	
Fall 12 credit hours	Spring 13 credit hours
1. ENC 1101 (Freshman English) 2. A. MAT 1033 (Intermediate Algebra) B. MAC 1105 (College Algebra) 3. POS 2041 (American National Government) 4. Elective	1. ENC 1102 (Freshman English 2) 2. A. MAC 1105 (College Algebra) B. STA 2023 (Intro College Statistics) 3. Science with a lab 4. Elective

Senior Year	
Fall 12 credit hours	Spring 12 credit hours
1. Humanities 2. ECO 2013 (Macroeconomics) 3. Science <u>without lab</u> * 4. Elective OR Second Math for students who took MAT 1033	1. Humanities 2. Elective 3. Elective 4. Elective

*See high school guidance counselor to ensure high school science requirements are met.

Updated May 2021.

Appendix C

Common Placement Testing for Demonstration of College-Readiness (from Rule 6A-10.0315)

Florida Postsecondary Education Readiness Test (PERT)	Standard Score
Reading	106
Writing	103
Mathematics	114
ACCUPLACER, The College Board	
Reading Comprehension	83
Sentence Skills	83
Elementary Algebra	72
SAT, The College Board	
Prior to March 1, 2016	
Critical Reading	440
Mathematics	440
Since March 1, 2016	
Reading Test	24
Writing and Language Test	25
Math Test	24
ACT with Writing or ACT, Inc.	
Reading	19
English	17
Mathematics	19
Florida Comprehensive Assessment Test 2.0 (FCAT 2.0)	
Through March 2017	
Demonstrates readiness for college-level coursework in reading and writing	262

Appendix D
Lottery Selection Process

Step 1: Prepare spreadsheet containing the following labeled columns:

Column 1 - Names of eligible students (in alphabetical order by last name)

Column 2 - Number Assigned (starting with #001)

Column 3 - Selection Order

Column 4 - Notification (for office use)

Step 2: Once each student has been assigned a number, place all of the numbered chips into a hat, box, or bag.

Step 3: A representative from a NFC and a representative from SCSD will take turns drawing one chip at a time from the hat, box, or bag. As each chip is drawn, the selection order (1, 2, 3 ...) will be recorded next to the corresponding poker chip number drawn. Repeat this step until 30 students are selected. Five additional numbers may be drawn for alternates.

For extra-transparency, a white board could be used to manage the procedure, and the process could be video-taped for any challenges. Transfer all information from the white board to the spreadsheet for records.

Sentinel Scholars Collegiate Academy Pilot

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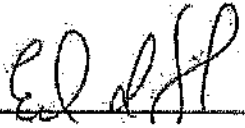
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In witness whereof, the parties to this MOU/MOD through their duly authorized representatives have executed this MOU/MOD on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU/MOD as set forth herein.

INFO ONLY

F. COUN

INFO ONLY

SCSB ~~2020-60~~ 2022-86 (NEW) REVISED/RENEWAL

Date	
Approved BY V	Mid Sufficiency
Leonard Rumberger, Kirk	Dietzen, III, Caldwell, PA

Suwannee School Board Attorney

INFO ONLY

INFO ONLY

SCSB 2022-86 (REVISED/RENEWAL)

The effective date of this MOU is the date of the signature last affixed to this page.

NORTH FLORIDA COLLEGE

John Grosskopf, President

Date

Jennifer Page, Chief Academic Officer

Date

SUWANNEE COUNTY SCHOOL DISTRICT

Ted Roush, Superintendent of Schools

Date

Tim Alcorn, Board Chairman

Date

"Approved as to Form and Sufficiency

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

INFO ONLY

General Education Requirements for the Associate in Arts Degree

Program Code 1001

CIP 24.0101

Gordon Rule (State Rule 6A-10.30) requires all students enrolling in a Florida public college or university after October 1982 to complete four courses (twelve credit hours) with multiple writing assignments and two courses (six credit hours) of mathematics at the level of college algebra or higher. Each Gordon Rule course must be completed with a grade of "C" or better. **Gordon Rule courses are designated below by "(GR)" following the course title.**

Florida General Education Core (State Rule 6A-14.0303) requires that, prior to the award of the Associate in Arts degree, first time in college students entering a Florida College System institution in Fall Term 2015, and thereafter, must complete at least one (1) Florida General Education Core course from each of the general education areas. **All course options that meet the Florida General Education Core requirement are designated by "*" preceding the course prefix and number.**

Students must complete at least one Florida General Education Core course (designated with "*") from each General Education area, a minimum of 6 hours from each General Education area and a total of 36 hours of General Education. **Once the minimum of 6 credit hours is met for each General Education area, additional General Education credit hours may be taken from any of the General Education areas to reach a total of 36 credit hours.** Any General Education credit hours completed above the required 36 credit hours will count as elective credits toward the A.A. degree.

Civic Literacy Requirement: Associate in Arts degree-seeking students entering Fall Term 2018 and thereafter will be required to demonstrate civic literacy competency pursuant to Section 1007.25(4). For more information, consult an academic advisor. See also Civic Literacy Requirement in the Graduation Requirements section on page 25.

Foreign Language Competency: Associate in Arts degree-seeking students initially entering Fall Term 2014 and thereafter are required to demonstrate foreign language competency. For more information, consult an academic advisor. See also Foreign Language in the Graduation Requirements section on page 25.

COMMUNICATION Minimum of 6 Credit Hours

A grade of "C" or better must be earned in order for the course to meet General Education Requirements.

CRW2001 Introduction to Creative Fiction and Poetry (GR)

ENG 1101 Freshman English I (GR)

ENG 1102 Freshman English II (GR)

HUMANITIES Minimum of 6 Credit Hours

A grade of "C" or better must be earned in order for the course to meet General Education Requirements.

- AML 2010 American Literature I (GR)
- AML2020 American Literature II (GR)
- *ARH2000 Humanities Art (GR)
- ENL2012 British Literature I (GR)
- ENL2022 British Literature II (GR)

Requirements

AML2010	American Literature I (GR)
AML2020	American Literature II (GR)
*ARH2000	Humanities Art (GR)
ENL2042	British Literature I (GR)

- *HUM →HUM 1020 Introduction to Humanities (GR)
- HUM 2210 General Humanities I (GR)
- HUM 2230 General Humanities II (GR)
- HUM 2310 Mythology
- *LIT →LIT 1000 Introduction to Literature (GR)
- LIT 2020 Short Story (GR)
- LIT 2110 World Literature I (GR)
- LIT 2120 World Literature II (GR)
- *PHI →PHI 2010 Introduction to Philosophy (GR)
- REL 2300 Introduction to World Religion (GR)

MATHEMATICS...

A grade of "C" or Requirements "C" or better must be earned in order for the course

Requirements

- *MAC 1105* MAC College Algebra (GR)
- MAC 1114 Trigonometry (GR)
- MAC 2140 Precalculus (GR)
- MAC 2233 Applied Calculus I (GR)
- *MAC 2311 Calculus with Analytic Geometry I (GR)
- MAC 2312 Calculus with Analytic Geometry II (GR)
- MAC 2313 Calculus with Analytic Geometry III (GR)
- MAP 2302 Ordinary Differential Equations (GR)
- *MGF 1106 Math for Liberal Arts I (GR)
- *MGF 1107 Math for Liberal Arts II (GR)
- *STA 2023 Introductory College Statistics (GR)

NATURAL SCIENCES.....

Minimum

of 6 Credit Hours

The six (6) credit hours must include at least one (1) course with lab (designated with either a C or L following the course number), and it is highly recommended that students take one (1) course from the biological sciences and one (1) course from the physical sciences. A science sequence is not required; however, transfer students whose major requires two courses in a sequence, such as General Chemistry I and II, should take both courses at NFC.

BIOLOGICAL SCIENCE
BIOLOGICAL SCIENCE

2010C Introduction to Botany

CB

BOT

- ♦BSC 1005C Introduction to Biology
- ♦BSC 1010C Principles of Biology I
- BSC 1011C Principles of Biology II
- BSC 1084 Survey of the Human Body
- ♦BSC 2085C Human Anatomy & Bi Physiology I
- BSC 2086C Human Anatomy & Bi Physiology II
- ♦ Introduction to Environmental Science
- ★ ~~EVR~~ 1001
- EVR 1001L Introduction to Environmental Science Lab
- HUN2201 Fundamentals of Human Nutrition
- MCB2010C Microbiology I

OCE 1000 Introduction to Oceanography

~~OCE 1000 Introduction to Oceanography~~ ZOO 20100 ZOO 2010C General Zoology

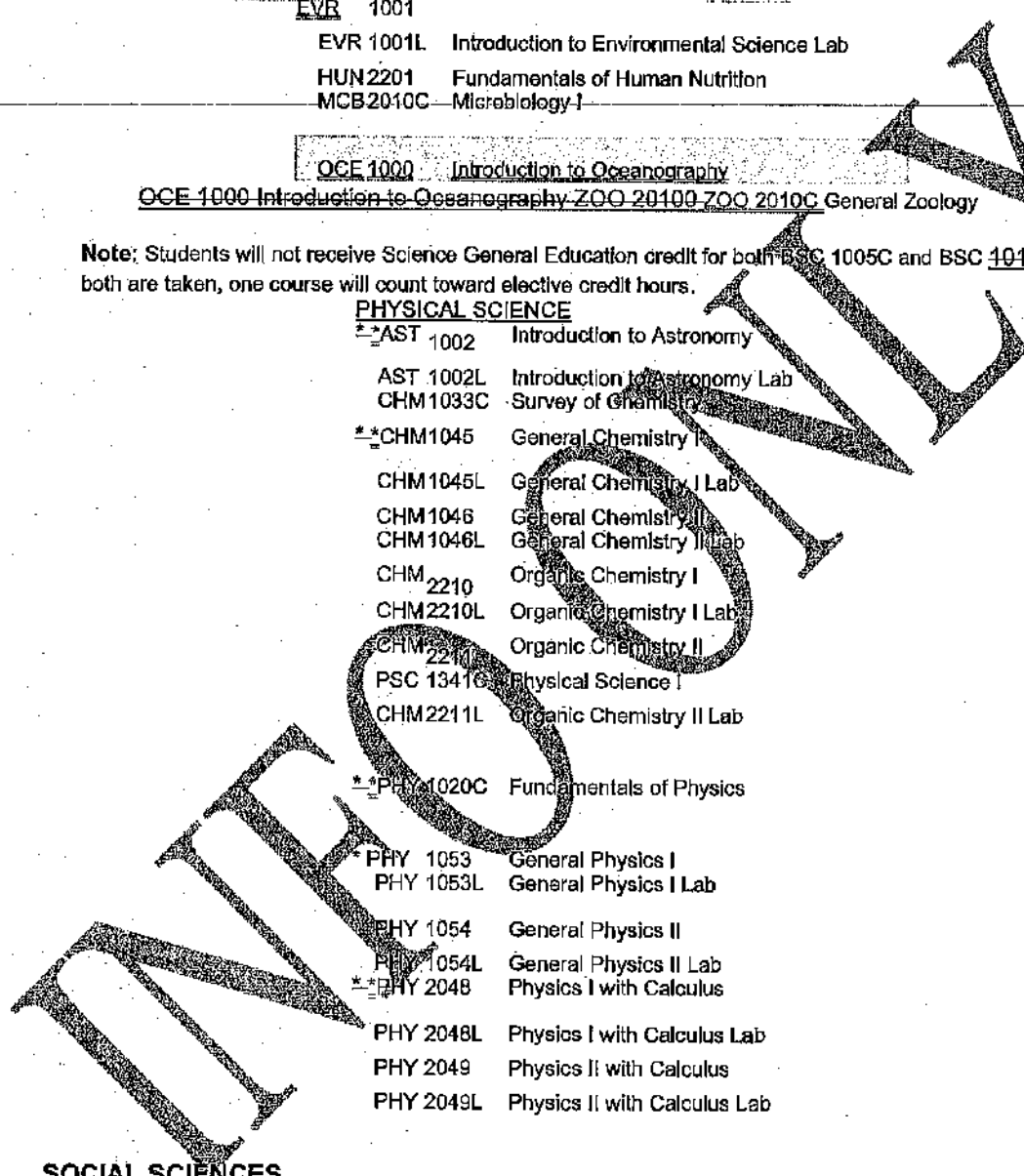
Note: Students will not receive Science General Education credit for both BSC 1005C and BSC ~~1010C, 1010G~~ if both are taken, one course will count toward elective credit hours.

PHYSICAL SCIENCE

- *AST 1002 Introduction to Astronomy
- AST 1002L Introduction to Astronomy Lab
- CHM1033C Survey of Chemistry
- *CHM1045 General Chemistry I
- CHM1045L General Chemistry I Lab
- CHM1046 General Chemistry II
- CHM1046L General Chemistry II Lab
- CHM 2210 Organic Chemistry I
- CHM2210L Organic Chemistry I Lab
- CHM 2211 Organic Chemistry II
- PSC 1341C Physical Science I
- CHM2211L Organic Chemistry II Lab
- *PHY 1020C Fundamentals of Physics
- *PHY 1053 General Physics I
- PHY 1053L General Physics I Lab
- PHY 1054 General Physics II
- PHY 1054L General Physics II Lab
- *PHY 2048 Physics I with Calculus
- PHY 2048L Physics I with Calculus Lab
- PHY 2049 Physics II with Calculus
- PHY 2049L Physics II with Calculus Lab

SOCIAL SCIENCES.....

.....**Minimum of 6 Credit Hours**



INFO ONLY

SCSB 2022-86 (REVISED/RENEWAL)

- AMH 1070 History of Florida
- AMH 2010 American History I
- *AMH 2020 American History II #
- AMH 2091 African-American History
- ~~CCJ-CO~~
1020 Introduction to Criminal Justice
- DEP 2004 Human Development
- *ECO 2013 Macroeconomics
- ECO 2023 Microeconomics
- *POS 2041 American National Government #
- *PSY-2012 General Psychology
- *SYG 1000 Introductory Sociology
- SYG 2010 Social Problems
- WOH
1012WOH1
012 World History to 1600
- ~~WOH1022~~ World History Since 1600
- # Meets Civic Literacy Requirement

WOH1022 World History Since 1600 # Meets Civic Literacy Requirement

GENERAL EDUCATION TOTAL 36
Credit Hours

ELECTIVES 24
Credit Hours

TOTAL HOURS REQUIRED: 60 Credit Hours

INFO ONLY

Appendix B

Collegiate Academy Course **SAMPLE** Map - Suwannee Incoming

Middle School Credits: Algebra 1 Honors and Level 3 or higher on Algebra 4 EOC1EOC

1. English 1H	
2. Geometry Honors	
3. World History Honors	
4. Hope Health	4. Hope PE
5. CTE Class	
6. High School World Language	
7. High School Elective	SIS_1103 (Strategies for Academic Success)
PERT - At end of freshman year	7. SLS
Sophomore Year	

PERT - At end of Freshman Year

	Sophomore Year	
	Fall 3 college credit hours	Spring 3 credit hours
1. English 2 H	→	
2. Algebra 2 H Honors	→	
3. Biology Honors	→	AMH 2020 (American History 2)
4. Performing Arts	→	
5. US History 2010	→	AMH 2010 (American History 1)
6. Spanish 2010	→	AMH 2020 (American History 2)

7. VPS Summer Between Sophomore and Junior Year
 Elective if preferred, and with high school approval, students may opt to wait until the summer between Junior and Senior year to fulfill this requirement.

Online Course Elective Options: Select One	3 credit hours
CGS 1100 (Computer Applications 1)	
GEB 1011 (Intro to Business)	
SYG 1000 (Intro to Sociology)	
HSC 1531 (Medical Terminology)	

Fall 4. English 1H 5. Geometry Honors 4. Hope Health 6. High School World Language 7. High School Elective PERT - At end of freshman year	Spring 3 college credit hours 4. Hope PE 7. SLS 1103 (Strategies for Academic Success)
Fall 5. English 2 H 6. Algebra 2 H Honors 8. US History AMH 2010 7. VPS	Spring 3 college credit hours 5. US History AMH 2020 4. Elective
Junior Year Fall 6. Freshman English ENC 1101 7. a. Intermediate Algebra MAT 10305 College Algebra MAC 1105 8. Science with lab 9. Elective	Spring 12 college credit hours 7. Freshman English ENC 1102 7. College Algebra MAC 1105 b. Intro College Statistics STA 2023 9. American National Government POS 2044 10. Elective
Fall 1. Humanities 2. Macroeconomics ECO 2013 3. Science without lab	Spring 12 college credit hours 1. Humanities 1. Elective 1. Elective

Junior Year			
Fall	12 college- 12 credit hours	Spring	12 college- 13 credit hours
	11.1. <u>Freshman English-ENC 1101 (Freshman English)</u> 12.2. <u>a. Intermediate Algebra-MAT 1033</u> b. <u>College (Intermediate Algebra)</u> <u>-B. MAC 1105 (College Algebra)</u> 3. <u>POS 2041 (American National Government)</u> 13. <u>Science with lab</u> 14.4. <u>Elective</u>		3.1. <u>ENC 1102 (Freshman English ENC 11022)</u> 2. <u>A. MAC 1105 (College Algebra)</u> <u>B. STA 2023 (Intro College Statistics)</u> 3. <u>Science with a lab</u> 4. <u>Elective</u>
Senior Year			
Fall	12 credit hours	Spring	12 credit hours
	1. <u>Humanities</u> 2. <u>ECO 2013 (Macroeconomics)</u> 3. <u>Science without lab*</u> 4. <u>Elective OR Second Math for students who took MAT 1033</u>		1. <u>Humanities</u> 2. <u>Elective</u> 3. <u>Elective</u> 4. <u>Elective</u>

*See high school guidance counselor to ensure high school science requirements are met. Updated May 2021.

INFO ONLY

Appendix C

Common Placement Testing for Demonstration of College-Readiness (from Rule 6A-10.0315)

Florida Postsecondary Education Readiness Test (PERT)	Standard Score
Reading	108
Writing	103
Mathematics	114
ACCUPLACER, The College Board	
Reading Comprehension	83
Sentence Skills	83
Elementary Algebra	72
SAT, The College Board	
Prior to March 1, 2016	
Critical Reading	440
Mathematics	440
Since March 1, 2016	
Reading Test	24
Writing and Language Test	25
Math Test	24
ACT with Writing or ACT, Inc.	
Reading	19
English	17
Mathematics	19
Florida Comprehensive Assessment Test 2.0 (FCAT 2.0)	
Through March 2017	
Demonstrates readiness for college-level coursework in reading and writing	262

INFO ONLY

Appendix D
Lottery Selection Process

Step 1: Prepare spreadsheet containing the following labeled columns:

- Column 1 - Names of eligible students (in alphabetical order by last name)
- Column 2 - Number Assigned (starting with #001)
- Column 3 - Selection Order
- Column 4 - Notification (for office use)

Step 2: Once each student has been assigned a number, place all of the numbered chips into a hat, box, or bag.

Step 3: A representative from a NFC and a representative from SCSD will take turns drawing one chip at a time from the hat, box, or bag. As each chip is drawn, the selection order (1, 2, (1, 2, 3 ...)) will be recorded next to the corresponding poker chip number drawn. Repeat this step until 30 students are selected. Five additional numbers may be drawn for alternates.

For extra-transparency, a white board could be used to manage the procedure, and the process could be video-taped for video-taped for any challenges. Transfer all information from the white board to the spreadsheet for records.

INFO ONLY

SUWANNEE COUNTY SCHOOL DISTRICT

JERRY TAYLOR
DISTRICT 1
NORMAN CRAWFORD
DISTRICT 2
TIM ALCORN
DISTRICT 3



ED DA SILVA
DISTRICT 4
RONALD WHITE
DISTRICT 5
LEONARD DIETZEN, III
BOARD ATTORNEY

1740 Ohio Avenue, South
Live Oak, Florida 32064
Telephone: (386) 647-4600 • Fax: (386) 364-2635

TED L. ROUSH
Superintendent of Schools

MEMORANDUM

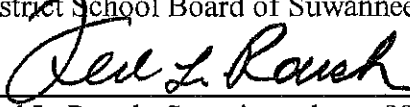
TO: Ted L. Roush, Superintendent of Schools
FROM: Walter Boatright, Director of Human Resources *WB*
DATE: September 13, 2021
RE: Human Resources Transactions for September 28, 2021, Regular Meeting

RECOMMENDATION:

Pursuant to Section 1012.27 (1A) (1B), *Florida Statutes*, the Superintendent hereby submits the following written personnel recommendations.

SUWANNEE COUNTY SCHOOL BOARD
Human Resources Transactions
September 28, 2021

TO: District School Board of Suwannee County

FROM: 
Ted L. Roush, Superintendent of Schools

Pursuant to Section 1012.27 (1A) (1B), Florida Statutes, I hereby submit the following written personnel recommendations.

RECOMMENDATIONS FOR THE 2021-2022 SCHOOL YEAR:

SUSPENSION: ADMINISTRATIVE:

Suwannee Opportunity School:

Jimmy Cherry, II, Coordinator, effective September 8, 2021 without pay

RESIGNATION: ADMINISTRATIVE: (Presented for information purposes only)

Transportation:

Austin Richmond, Assistant Director, effective September 20, 2021

RETIREMENT: INSTRUCTIONAL: (Presented for information purposes only)

Branford Elementary School:

Gary Barrs, Teacher, effective February 23, 2022

District Wide:

Kathy Smith, Mental Health Counselor, effective October 29, 2021

RECOMMENDATIONS: ADMINISTRATIVE:

Darrell Curls, Coordinator of Opportunity Schools, effective September 15, 2021

REPLACES: Jimmy Cherry, II

RECOMMENDATIONS: INSTRUCTIONAL:

Branford High School:

Monica Jackson, Teacher-Academic Coach, (Temporary), effective August 3, 2021

REPLACES: New Position

Sheila Watson, MTSS Coordinator, effective August 9, 2021 *(Amended from the August 24, 2021 Agenda)*

REPLACES: Jennifer Wooley

Suwannee High School:

Barrinesha Washington, Teacher, effective August 3, 2021

REPLACES: Lillian Henderson

(Moving from Long Term Substitute and Received Certification)

Suwannee Pineview Elementary:

Malea Gold, Teacher, effective August 3, 2021

REPLACES: Jessica Johnson

(Moving from Long Term Substitute and Received Certification)

Tralene Sasso, Teacher, (Long Term Substitute), effective August 5, 2021

REPLACES: Robbin Chapman

Taelyn Smith, Teacher, effective August 3, 2021

REPLACES: Kelly Parker

(Moving from Long Term Substitute and Received Certification)

TRANSFER/REASSIGNMENT:

<u>NAME:</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Jimmy Cherry, II	Suwannee Opportunity School Coordinator	Transportation Assistant Director	September 15, 2021	Austin Richmond

RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES:

July 1, 2021 through December 31, 2021:

CAREER AND TECHNICAL EDUCATION:

Wesley Hunter IV Instructor (Part Time Evenings)

LEAVE OF ABSENCE (Per Collective Bargaining Agreement (CBA) (Article III (I))

Suwannee High School:

Eric Rodriguez, Teacher, effective September 1, 2021 through May 31, 2022

LEAVE OF ABSENCE (FAMILY MEDICAL LEAVE):

Branford Elementary School:

Emily Blackmon, Teacher, effective August 3, 2021 through November 19, 2021

Suwannee Middle School:

Stephanie Land, Teacher, effective August 3, 2021 through October 26, 2021

LEAVE OF ABSENCE (MATERNITY):

Branford Elementary School:

Lyndsee Dicks, Teacher, effective November 8, 2021 through January 3, 2022

Suwannee Springcrest Elementary:

Jessica Anderson Planning Period Supplement

Suwannee Virtual School:

Carlos Diaz Planning Period Supplement

Jean Eckhoff Planning Period Supplement

Frank Hufty Planning Period Supplement

Jasmine Marrero-Guerra Planning Period Supplement

Maria Rodriguez Planning Period Supplement

Sergio Rodriguez Planning Period Supplement

Michelle Thompson Planning Period Supplement

Michael Townsend Planning Period Supplement

Kimberly Tuvell Planning Period Supplement

* Pending Certification

SUSPENSIONS: NON-INSTRUCTIONAL:

Suwannee Opportunity School:

Nikolas Hurst, Security Guard, effective September 9, 2021, without pay

Suwannee Springcrest Elementary:

Benjamin Smith, Paraprofessional, effective September 13, 2021 through September 28, 2021 with pay

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

Branford High School:

Tracy Felty-Janosh, Food Service Monitor, effective September 1, 2021

Transportation:

Deseree Ansley, Bus Driver, effective August 30, 2021

Mary Bartholomew, Bus Driver, effective August 23, 2021

Jacquelyn Brown, Bus Driver, effective August 31, 2021

Robin Krause, Bus Aide, effective September 3, 2021

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:

Alysia Causey, Food Service Worker, effective August 26, 2021

REPLACES: Lisa Young

Candice Hudson, Paraprofessional, effective September 13, 2021

REPLACES: Yvonne Topham

Austin Holtzclaw, Custodian, effective September 20, 2021

REPLACES: Alysia Causey

Mollie McGee, Custodian, (Temporary Sanitizer) effective September 9, 2021
REPLACES: New Position

Edna Roberts, Lead Pre-K Paraprofessional, effective September 13, 2021
REPLACES: New Position

Debbie Rogers, Food Service Worker, effective August 30, 2021
REPLACES: Kathy Ezell

Damaris Valdez, Paraprofessional, ELL, effective August 25, 2021
REPLACES: Crystal Brown

Azucena Gonzalez, Paraprofessional, effective August 31, 2021
Natalia Morales

Luis Huerta Dominguez, Paraprofessional, effective August 30, 2021
REPLACES: Erin Clary

District Office:

Robinette Odom, Secretary to the Superintendent, effective January 5, 2022
REPLACES: Karen Lager

Suwannee High School:

Beatrice Parnell, Food Service Worker, effective August 27, 2021
REPLACES: Dana Prince

Suwannee Middle School:

Tiffany Dunn, Food Service Worker, effective September 7, 2021
REPLACES: Cheryl Latham

Laura Jaramillo, Food Service Worker, effective September 2, 2021
REPLACES: Amber Mathis

Suwannee Pineview Elementary:

Robin Krause, Food Service Worker, effective September 7, 2021
REPLACES: Mariah Shearer

Kelsey Leighton, Pre-K Paraprofessional/ Lead CDA, effective August 10, 2021
REPLACES: Laritta Hunter

Transportation:

Susan Kirby, Bus Attendant, effective September 3, 2021
REPLACES: Jacquelyn Brown

TRANSFER/REASSIGNMENT:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Gloria Presley	Suwannee Springcrest Elem. 3 Hour Food Service	Suwannee Riverside Elem. 3 Hour Food Service	August 16, 2021	Mariah Shearer

LEAVE OF ABSENCE (FAMILY MEDICAL):

Branford Elementary School:

Crystal Cox, Food Service, effective August 17, 2021 through August 27, 2021

District Office:

Mary Ann Chaney, Administrative Secretary, effective April 1, 2021 through June 30, 2021

Transportation:

Carol Deas, Bus Drive Aide, effective August 10, 2021 through October 1, 2021

LEAVE OF ABSENCE (ILLNESS IN THE LINE OF DUTY):

Suwannee High School:

David Daniels, Custodian, July 19, 2021 through July 29, 2021 for a total of 80 hours

Transportation:

Kiara Janosh, Bus Driver, August 11, 2021 (2 hours) and August 20, 2021 (4 hours) for a total of 6 hours

Gina Knight, Bus Aide, August 19, 2021 (2 hours)

LEAVE OF ABSENCE (MEDICAL):

Branford Elementary School:

Pamela Norton, Paraprofessional, effective September 8, 2021 through September 17, 2021

District Office:

Mary Ann Chaney, Administrative Secretary, effective July 1, 2021 through November 30, 2021
(With the option to return sooner if released by her doctor)

Transportation:

Scott Koehn, Bus Mechanic, effective August 3, 2021 through October 8, 2021
(With the option to return sooner if released by his doctor)

CONTRACT RECOMMENDATION:

NON- INSTRUCTIONAL CONTRACT:

<u>Suwannee Middle School:</u>	<u>TERM</u>
Balinda Federick	09

MISCELLANEOUS:

Transportation:

Approval for the following employees to work 2 additional hours per day for the daily trip to Branford, up to 10 additional hours per week:

Dorie Bingeman

Jackie Brown

Susan Kirby

SUBSTITUTE:

The following to serve as Substitute Bus Attendant:

Ashley Zarate

VOLUNTEERS:

Amber Aikens	Roberta Childress	Lucy Golub	Crissy Kirkland
Shereen Albury	Annika Christensen	Kendall Griffin	Amy Koon
Joshua Allen	Amy Cline	Kristie Guna	Avon Koon III
Lara Anderson	Marchayla Cline	Jennifer Hager	Dalton Kurtz
Sara Anderson	Madilyn Cloud	Dawn Hall	Lesley Kurtz
Lisa Ballard	Jerry Coker	Brooke Harrelson	John Lacquey
Kristina Barrera	John Coker	Dylan Harrelson	Trannie Lacquey
Melissa Barrs	Travis Connell	Kathy Harrelson	Crystal Lamm
Wilbur Barrs	Victoria Cook	Brandi Hart	Angela Lane
Aaron Bass	Erica Copeland	Allison Hartness	Amy Lang
Walter Bell	Lisa Copeland	Jessica Hembree	Rovon Lawson
Briana Bennett	Brian Corbin	Megan Henry	Samantha Lee
Jasmine Billy	Kristin Corbin	Jeremiah Hernandez	Dennis Legendre
Kaitlyn Blanco	Kelly Cox	Mariana Hernandez	Selina Legendre
Donna Boatright	Virginia Crews	Lisa Hicks	Jessica Leighton
Savannah Boone	Heather Croft	Gregory Hill	Sabrina Lieupo
Jessica Bowen	Victoria Crossno	Erika Hodge	Doug Mabey
Lindsey Bricker	Gabriel Cumbess	Heather Hodge	Christian Mallet
Shannon Brooker	Shelby Curl	Raymond Hodge	Josie March
Stacy Brown	Erin Davis	Courtney Hodges	John May
Elizabeth Bruening	Robert Davis	Rachel Holton	Shelby May
Tracey Bussiere	Ashley Dunnett-Ramon	Tiffany Horn	Cera McElreath
David Campbell	Andrea Estep	Timothy Horn	Felicia Meadows
Shirley Campbell	Elizabeth Estevez	Jennifer Hudson	Kenneth Michal
Alexis Cannon	Briana Farley	Betty Hurley	Donna Middlebrooks
James Cannon	April Fernandez	Savannah Irby	Nancy Moore
Renee Carter	Christopher Foust	Michelle James	Tambrie Moore
Teresa Carter	Morgan Franklin	Caleb Kessler	Cynthia Murray
Rob Cassube	Rhionna Gaal	Kris King	Norma Nealon
Rosie Chauncey	Colleen Gartner	Kristin King	Ashley Nicholson
Dana Cheek	Jessica Glenn	Taelor Kinsey	Robert Nicholson Jr.
Shayna Cherry	Marcus Goelz	Kristen Kirby	Kaitlyn Niedermeyer

Traci Nissley
Karen-Ann Norton
Tiffany O'Brien
Shaunta Oglesby
Kasey Oliver
Marcos Otero
Kimberly Owens
Jerri Pecanha
Stephanie Poole
Diana Potter
Courtney Provau
Stacey Ragans
Christina Rayfield

Kasey Regar
Chloe Richard
Marilyn Roberts
Courtney Robinson
Dania Rodriguez
Ismelio Rodriguez
Roy Rutherford
Miranda Rveppa-Nobles
Jennifer Sawmiller
Cheri Sexton
Steven Sexton
Kristi Seymour
Darian Simmons

Jeremiah Smith
Kurt Snipes
Nina Snipes
Austin Stewart
Ali Strickland
Martha Taylor
Paula Thompson
Grace Tirado-Bailey
Anthony Townsend
Tamara Turner
Janelle Valdez
Regena Van-Skyhawk
Keedra Virgil

Tanya Wagner
Marsha Walsh
Erin Ward
Linda Webb
Brittany Wendt
Marlene Whatley
Angela Wheeler
Amy Wilkins
Erica Williams
Lisa Wright
Tabitha Yount

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

SPECIAL COMMITTEES OF THE SCHOOL BOARD

2.03

POLICY:

- I. Special committees may be appointed by the School Board Chairperson when deemed necessary. The duties of any such committee shall be outlined at the time of appointment; the committee shall be automatically dissolved when the School Board accepts the committee's final report. Each School Board member shall be notified of all committee meetings, but shall have no vote unless the member is serving as a committee member. All meetings of School Board committees shall be open to the public. Members of special committees may attend the meetings in person or through the use of telecommunications networks such as telephonic or video conferencing.

- II. Special committees or individuals who serve on special committees shall take no action which is binding upon the School Board.

STATUTORY AUTHORITY:

1001.41; 1001.42, F.S.

LAWS IMPLEMENTED:

1001.41; 1001.43, F.S.

History:

Adopted:

Revision Date(s):

Formerly: BCE

Reviewed by SCSB: 1/12/10

The School Board authorizes the establishment of a district advisory council, *e.g.*, school improvement team in each school to assist in the enhancement of school site decision making, to serve in an advisory capacity to the principal and to assist in the development of the educational program and in the preparation and evaluation of the school improvement plan required pursuant to Florida Statutes. The Superintendent shall develop guidelines pursuant to Florida Statutes to assist school advisory councils in order to ensure their active role in school site decision making. School advisory councils shall not assume any of the powers or duties now reserved by law for the School Board or its professional staff. Nothing contained in the District and/or local school accountability process shall be construed to lessen or otherwise alter the authority of the school principal as provided for in law, rules or regulations.

- I. Composition and Selection of Councils - Council members shall include the school principal and an appropriately balanced number of teachers, education support employees, students, parents, and business and community representatives.
 - A. Members shall be representative of the ethnic, racial, and economic community served by the council.
 - B. Student representation shall be required for school councils established at vocational-technical centers and high schools and may be included for school councils serving middle and junior high schools.
 - C. The term *education support employees* as used herein shall refer to any person who is employed by a school for twenty (20) or more hours during a normal working week and who does not meet the definition of instructional or administrative personnel pursuant to Florida Statutes.
 - D. The term *teacher* as used herein shall include classroom teachers, certified student services personnel, and media specialists.
 - E. A majority of members must be persons who are not employed at the School.

F. *Appropriately balanced* as used herein shall mean a proportionate number of council members considering each peer group being represented on the council, excluding the school principal. The size of the district advisory council and the ratio of representatives among the peer groups, excluding the school principal, shall be set forth in the bylaws establishing procedures adopted by each school advisory council.

II. Selection of Council Members - New council members shall be elected by their respective peer group, except for business and community representatives and the school principal.

A. The following council members shall be elected in a fair and equitable manner as determined by their respective peer group and as set forth in the bylaws of the school advisory council.

1. A teacher(s) shall be elected by teachers;
2. An education support employee(s) shall be elected by education support employees;
3. A student(s), when appropriate, shall be elected by students.
4. A parent(s) shall be elected by parents, as defined by Florida Statutes.

B. The district advisory council shall select business and community member(s) to serve on the district advisory council.

1. Business and community representatives shall be selected initially through a nomination and selection process facilitated by the school principal of each school advisory council.
 - a. The school principal shall seek candidates who are interested in making a commitment to participate on the district advisory council by representing businesses and the community.

- b. Letters, newsletters, or other media releases shall be used by the school principal to seek candidates.
 - c. The school principal shall prepare a list of individuals seeking nomination to the district advisory council and shall present the list to the district advisory council for selecting the business and community representative(s).
 - 2. Subsequent to the initial selection as described in section II.B.1. herein, the operational guidelines of the school advisory council shall set forth procedures for nominating business and community representatives to serve on the school advisory council.
 - C. The principal shall submit the list of council members to the Superintendent for review of each school to determine compliance with section I. herein. The membership list shall contain the name of each council member and the peer group which is being represented by each member and a description of how the council represents the ethnic, racial, and economic community served by the school.
- III. Confirmation of the District Advisory Council - The Superintendent shall submit to the School Board for review and approval the membership list for advisory council in the District. The School Board shall determine if a school advisory council meets criteria specified in section I. herein; additional members shall be appointed by the School Board when it is required to achieve the proper representation on the school advisory council.
- IV. Responsibilities of Councils - Each school advisory council shall:
- A. Review the results of any needs assessments conducted by the school administration.
 - B. Assist in the development of the school improvement plan and provide recommendations on specific components of the plan, such as the goals of the school, indicators of school and student progress, and strategies and evaluation procedures to measure student performance.

- C. Define adequate progress for each school goal; obtain public input when defining adequate progress for school goals; negotiate the definition of adequate progress with the School Board; and notify and request assistance from the School Board when the school fails to make adequate progress in any single goal area.
 - D. Monitor students' and the school's progress in attaining goals and evaluate the appropriateness of the indicators of student progress and strategies and evaluation procedures which are selected to measure student performance.
 - E. Prepare and distribute information to the public to report the status of implementing the school improvement plan, the performance of students and educational programs, and progress in accomplishing the school goals.
 - F. Make recommendations on the accumulation and reporting of data that is beneficial to parents.
 - G. Serve as a resource for the principal and advise the principal in matters pertaining to the school program.
 - H. Provide input on the school's annual budget and the use of school improvement funds and assist in the preparation of the school budget.
 - I. Inquire about school matters, identify problems, propose solutions to problems, suggest changes, and inform the community about the school.
 - J. Act as a liaison between the school and the community.
 - K. Assist in the preparation of the feedback report to the Florida Commission on Education Reform and Accountability as required by and pursuant to Florida Statutes.
 - L. Identify other duties and functions of the district advisory council.
- V. Operation of Council - Operational bylaws shall be established and mutually agreed upon by members of the school advisory council.

- A. The bylaws shall contain procedures required by Florida Statutes and shall include but not be limited to:
1. State the duties and functions of the council.
 2. Indicate the procedure for electing council members and the nomination process for selecting business and community representatives.
 3. Identify the procedure for electing officers, including a chairperson, vice-chairperson, and recording secretary, and determine the term of office for each position.
 4. Establish the membership term for each peer group.
 5. Specify the proportionate number of council members for each peer group for the purpose of achieving an appropriately balanced council.
- B. Regular meetings shall be held. The council shall determine the date, time, and place of the meetings. Members of the advisory council may attend meetings in person or through the use of telecommunications networks such as telephonic and video conferencing.
- C. The agenda shall be advertised to the school community at least seven (7) days in advance of the scheduled meeting.
- D. Members of the advisory council shall be notified three (3) days in advance in writing of any matter that is scheduled to come before the council for a vote.
- E. All meetings shall be open, public, and subject to Florida Statutes.
- F. The school advisory council shall be subject to maintaining records pursuant to Article 1, Section 24, and Article XII, Section 20, of the Florida Constitution.

- G. School improvement plans which require waivers of the terms or conditions in negotiated agreement(s) shall be subject to the approval of the Board and Bargaining Agent.

STATUTORY AUTHORITY:

1001.41; 1001.42, F.S.

LAWS IMPLEMENTED: 1000.21 1001.43; 1001.452; 1008.345, 1012.01 F.S.

HISTORY:

Adopted:

Revision Date(s): 12/15/98, 3/23/2010

Formerly: BCF

FAMILY AND SCHOOL PARTNERSHIP FOR STUDENT ACHIEVEMENT

2.091*

- I. The School District and each school principal are encouraged to strengthen family involvement and family empowerment in the school. The District will coordinate and integrate parental involvement strategies with school improvement, Title I, Title II, Title IV, Title VI, Community Involvement Programs, Business Partnerships, and other community involvement activities.

- II. The District will provide the coordination, technical assistance, and other support necessary to assist schools in planning and implementing effective and comprehensive parent involvement programs, based on the National Standards for Parent/Family Involvement Programs, which include:
 - A. Communication between home and school is regular, two-way and meaningful.
 - B. Responsible parenting is promoted and supported.
 - C. Parents play an integral role in assisting student learning.
 - D. Parents are welcome in school and their support and assistance are sought.
 - E. Parents are full partners in the decisions that affect children and families.
 - F. Community resources are utilized to strengthen school programs, family practices and student learning.

- III. The District will communicate parental choices and responsibilities to parents and develop procedures for a parent to learn about parental involvement, rights and responsibilities, including:
 - A. Opting the minor child from any portion of the school district's comprehensive health education required under section 1003.42, F.S.;

- B. Sharing information about school choice options, including controlled open enrollment;
 - C. Exemptions for immunization requirements;
 - D. Reviewing statewide, standardized assessment results;
 - E. Enrollment in gifted or special education programs;
 - F. Inspecting instructional materials and how to object to instructional materials based on their religious or moral beliefs that the material is harmful;
 - G. Accessing information about the district's student progression plan, including policies for promotion, retention and graduation;
 - H. Receiving a school report card and being informed of attendance requirements;
 - I. Accessing information about the state education system, report card requirements, state standards, attendance requirements and instructional materials requirements;
 - J. Participating in parent-teacher associations and organizations;
 - K. Opting out of any district-level data collection effort not required by law to learn about the nature and purpose of clubs and activities offered at the minor child's school.
- IV. The District recognizes the fundamental right of parents, as defined by law, to direct the upbringing, education, and care of their minor children. Important information relating to a minor child should not be withheld, either inadvertently or purposefully, from the parent, including information relating to the minor child's health, well-being, and education, while the minor child is in the custody of the school district. Parents have the right to access and review all school records related to the minor child including but not limited to the right to access school safety and discipline incidents as reported pursuant to section 1006.07(7) and (9), F.S.

- V. Upon a parent's direct written request to the Superintendent for any of the information required under section 1014.05, the Superintendent has ten (10) days to provide the information. The parent has the right to appeal directly to the school board if the Superintendent fails to respond or provide the information within ten (10) days. The School Board must hear the appeal at its next public meeting, in accordance with meeting notice requirements.
- VI. The District shall develop and distribute a parent guide to successful student achievement. The guide shall contain information that parents need to know about their child's educational progress and how parents can help their child's success in school by improving parent and teacher cooperation in such areas as homework, school attendance and discipline.
- VII. The District will provide professional development opportunities for staff members to enhance understanding of effective parent involvement strategies through the District professional development plan.
- VIII. The District, to the extent practicable, shall provide full opportunities for parents with disabilities, parents with limited English proficiency and parents of migratory children to participate in school and parental involvement activities and programs.
- IX. The District will conduct, with the involvement of parents, an annual evaluation of the content and effectiveness of this policy
 - A. To determine the effectiveness in increasing parent participation;
 - B. To identify barriers to greater parent participation; and
 - C. To report the findings to the State Board of Education.
- X. The District will use the findings of the evaluations in designing strategies for school improvement and revising, if necessary, the parent involvement policies.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAWS IMPLEMENTED:

1000.21, 1001.42, 1001.51, 1001.54, 1002.20,
1002.23, 1003.33, 1006.07, 1008.25, 1012.72, 1012. 1012.98 F.S.
Every Student Succeeds Act, Title I, Part A, Subpart 1, Section 1116

HISTORY:

ADOPTED:

REVISION DATE(S): 3/23/2010, 10/27/2020

FORMERLY: NEW

PROHIBITING DISCRIMINATION AND OTHER FORMS OF HARASSMENT

2.16

I. Policy Against Discrimination

- A. The School Board of Suwannee County, Florida prohibits all forms of unlawful discrimination against students, employees and other persons in all aspects of the District's programs, activities and operations. The term "unlawful discrimination" encompasses any unlawful policy, practice, conduct, or other unlawful denial of rights, benefits, or privileges that is based on any legally protected status or classification under applicable federal, state, or local law including but not limited to race (including anti-semitism), color, religion, gender, age, marital status, sexual orientation, pregnancy, disability, political or religious beliefs, national or ethnic origin, or genetic information. Various state and federal laws establish the actions that do (and do not) constitute unlawful discrimination with respect to each protected status or classification. Where applicable, unlawful harassment that is based on a legally-protected status is one form of unlawful discrimination. The School Board of Suwannee County, Florida also prohibits sexual harassment, and this form of discrimination is governed by Policy 2.161 Title IX Policy Prohibiting Sexual Harassment and Sexual Discrimination.
- B. The School Board shall comply with all state and federal laws, which prohibit discrimination and are designed to protect the civil rights of applicants, employees, and/or students, or other persons or organizations protected by applicable law.
- C. The School Board shall admit students to District Schools, programs, and classes without regard to race (including anti-semitism), color, religion, gender, age, national or ethnic origin, marital status, sexual orientation, political or religious beliefs, disability, handicap or any other distinguishing physical or personality characteristics.
- D. The School Board prohibits retaliation by any District personnel against a person for reporting, filing or being a witness in a discrimination

(including harassment) charge, complaint, investigation or lawsuit associate or in connection with this policy.

E. Established grievance procedures and appropriate discrimination complaint forms are available from the Human Resources Department, District Equity Officer, Site Administrators at each school or district office and on the district website. Complaints/inquiries regarding compliance with these regulations may be submitted in writing to:

1. For Employee - Director of Human Resources or District EEO Officer at 386-647-4633 or 4644, 1740 Ohio Avenue South, Live Oak, FL 32064.
2. For Students – Director, Student Support Services or District Equity Officer at 386-647-4638 or 4644, 1740 Ohio Avenue South, Live Oak, FL 32064.
3. Job applicants with disabilities requesting accommodations under the American with Disabilities Act (ADA) may contact Director of Human Resources at 386-647-4633, 1740 Ohio Avenue South, Live Oak, FL 32064.
4. Current School District employees with disabilities requesting accommodations under the ADA may contact Professional Standards at Director of Human Resources at 386-647-4633, 1740 Ohio Avenue South, Live Oak, FL 32064.

F. The Superintendent shall submit an annual equity report addressing the district's educational and employment practices as required by Florida's Educational Equity Act.

II. Policy Against Harassment Prohibited by Law Other than Sexual Harassment or Sexual Discrimination

A. The School Board desires to maintain an academic and work environment in which all employees, volunteers, and students are treated with respect and dignity. A vital element of this atmosphere is the Board's commitment to equal opportunities and the prohibition of discriminatory practices. The Board's prohibition against

discriminatory practices includes prohibitions against sexual harassment, or any other form of harassment based upon a person's membership in a protected class and specifically prohibited by applicable state or federal law. The School Board forbids any form of illegal harassment, of any employee, student, volunteer or visitor. The Board will not tolerate any form of illegal harassment by any of its employees, students, volunteers or agents.

- B. The prohibition against discrimination and illegal harassment shall also apply to nonemployee volunteers who work subject to the control of school authorities, and to all vendors or service providers who have access to School Board facilities.
- C. Sexual harassment and sexual discrimination definitions, policies, and procedures are set forth in Policy 2.161 Title IX Policy Prohibiting Sexual Harassment and Sexual Discrimination.

III. Definition of Forms of Prohibited Harassment Other than Sexual Harassment or Sexual Discrimination

- A. Illegal harassment on the basis of any other characteristic protected by state or federal law is strictly prohibited. This includes verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race (including ant-semitism), color, religion, national or ethnic origin, age, disability, marital status, , political or religious beliefs, citizenship, pregnancy or genetic information or any other distinguishing physical or personality characteristic protected by law and that:
 - 1. Has the purpose or effect of creating an intimidating, hostile or offensive work or academic environment;
 - 2. Has the purpose or effect of interfering with an individual's work or academic performance; or

3. Otherwise, adversely affects an individual's employment or academic performance.
- B. Examples of prohibited actions, which may constitute harassment include, but are not limited to, the following:
1. Epithets, slurs or negative stereotyping; or
 2. Threatening, intimidating or hostile acts, such as physical acts of aggression against a person or his property; or
 3. Written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the school or District office premises or circulated in the workplace or academic environment.

IV. Procedures for Filing Complaint of Discrimination or Illegal Harassment Other than Sexual Harassment

A. Procedures for Filing Complaints

1. Any person who believes that he or she has been discriminated against, or placed in a hostile environment based on gender, marital status, race, color, national or ethnic origin, religion, age, disability, political or religious beliefs, pregnancy or any other distinguishing physical or personality characteristics by an employee, volunteer, agent or student of the School District should file a written complaint detailing the alleged harassment with the School Principal, Site Administrator or Supervisor within sixty (60) calendar days of alleged occurrence. The complaint should set forth a description of the alleged discriminatory actions or harassment, the time frame in which the alleged discrimination or harassment occurred, the person or persons involved in the alleged discriminatory actions or harassment and any witnesses or other evidence relevant to the allegations in the complaint.

2. Complaints filed with the Principal, Site Administrator, or Supervisor must be forwarded to the District's Equal Employment Opportunity (EEO) Officer, hereinafter referred to as the Director of Human Resources (when made by an employee or other adult), or the District Equity Officer (when made by a student) no later than five (5) business days of the filing of the complaint. If the complaint is against the Principal, Site Administrator, or Supervisor, the complaint may be filed directly with the Director of Human Resources (when made by an employee or other adult) or District Equity Officer (when made by a student).
3. If the complaint is against the Director of Human Resources, District Equity Officer, the Superintendent, or a member of the School Board, the complaint may be filed with the School Board Attorney.

B. Procedures for Processing Complaints of Harassment Other than Sexual Harassment

1. Complaints filed against persons other than the Superintendent or a School Board Member:
 - a. Upon receipt of the written complaint, the Director of Human Resources or District Equity Officer shall appoint an investigator to conduct an investigation of the allegations in the complaint. The investigation may be conducted by school personnel or a third party designated by the School District. The investigation will be conducted within thirty (30) business days. The investigator shall determine whether interim measures should be taken pending the outcome of the investigation. Such interim measures may include, but are not limited to, separating the accused and the complainant. The investigator shall interview the complainant and the accused; interview any witnesses identified by the complainant, accused, or by other sources; take statements from all witnesses; and review any relevant documents or other evidence. Upon completing a review of all evidence relevant to the complaint, the investigator shall prepare a

written summary of the investigation, and make a recommendation to the Director of Human Resources or District Equity Officer as to whether there is reasonable cause to believe a violation of the District's antidiscrimination policy has occurred. Copies of documents, evidence and witness statements which were considered in the investigation must be sent to the Director of Human Resources or District Equity Officer along with the summary and recommendation.

- b. If the complaint is against the Director of Human Resources or District Equity Officer, the School Board Attorney shall appoint an investigator, who shall conduct an investigation in the manner set forth in section IV.B.1.a.
- c. The investigation, summary, relevant documents, witnesses' statements, and recommendation should be completed and forwarded to the Director of Human Resources or District Equity Officer within thirty (30) business days, or to the School Board Attorney within thirty (30) business days if the complaint is against the Director of Human Resources or District Equity Officer. The Director of Human Resources or District Equity Officer, or School Board Attorney, respectively, shall review the investigation summary, evidence and recommendation, and determine within ten (10) business days whether there is reasonable cause to believe a discriminatory practice or harassment occurred.
- d. If the Director of Human Resources or District Equity Officer or School Board Attorney determines there is reasonable cause to believe a violation of the nondiscriminatory policy occurred, he or she shall within ten (10) business days provide notice of the reasonable cause finding to the complainant and the accused. The Director of Human Resource or District Equity Officer or School Board Attorney shall then forward the investigatory file, reasonable cause determination, and all related documents and evidence, to the Superintendent.

- e. If the Director of Human Resources or District Equity Officer or School Board Attorney determines, after a review of the investigation, summary, recommendation, and other evidence, that there is no reasonable cause to believe a discriminatory practice or harassment occurred, he or she shall provide within ten (10) business days notice of the finding of no reasonable cause to the complainant and accused.

- f. The complainant may request a no reasonable cause finding by the Director of Human Resources, District Equity Officer, or School Board Attorney be reviewed by the Superintendent within ten (10) business days of receipt of this notice. The complainant shall provide a written statement detailing facts in support of his or her disagreement with the determination.
The complainant will also be given an opportunity to meet with the Superintendent and Director of Human Resources, District Equity Officer, or School Board Attorney to present his or her position. The Superintendent and Director of Human Resources, District Equity Officer, or School Board Attorney shall prepare a written memorandum summarizing the content of the conference to be included in the complaint file. The Superintendent shall within ten (10) business days of the meeting make a final determination as to whether there is reasonable cause to believe a discriminatory practice or harassment occurred.

- g. If review by the Superintendent is not timely requested, the Director of Human Resources, District Equity Officer, or School Board Attorney's determination of no reasonable cause shall be final.

- h. The accused may request, within ten (10) business days of receipt of a notice of a finding of reasonable cause, that the determination be reviewed by the Superintendent. The request must include a written statement expressing the accused's position on the complaint and findings, and

address any facts, statements, or evidence which he or she submits are inaccurate. The accused will be given an opportunity to meet with the Superintendent and the Director of Human Resources, District Equity Officer, or School Board Attorney to present his or her position. The Superintendent and Director of Human Resources, District Equity Officer, or School Board Attorney must within ten (10) business days of the meeting prepare a memorandum summarizing the content of the meeting to be included in the complaint file.

- i. If review by the Superintendent is not timely requested, the Director of Human Resources, District Equity Officer, or School Board Attorney's determination of no reasonable cause shall be final.
- j. After providing the opportunity for an informal hearing as referenced in section IV.B.1.h., the Superintendent shall evaluate all the evidence, the investigation summary, recommendations, and findings, along with any input by the accused and complainant, and make a final determination as to whether there is reasonable cause to support the complainant's allegations. He or she shall then determine any necessary disciplinary, remedial, or other action. Notice of the final disposition of the complaint and any disciplinary and/or remedial action shall within ten (10) business days of the informal hearing be forwarded to the accused and the complainant, and a copy of the notice will be filed with and maintained in the office of the Director of Human Resources or District Equity Officer.
- k. All employees shall cooperate with any investigation of alleged harassment conducted under this policy or by an appropriate state or federal agency.
- l. Employees may choose to pursue their complaints through the relevant employee grievance procedure instead of the complaint procedure in this policy.

2. Complaints against School Board Members or the Superintendent:

- a. Complaints against School Board Members or the Superintendent shall be filed with the School Board Attorney. The School Board Attorney will within twenty (20) business days appoint an outside, independent investigator to conduct an investigation and make a recommendation as to whether a discriminatory practice has occurred. It is recommended, but not mandatory, that the investigator be an attorney familiar with federal and state law prohibiting discrimination on the basis of a protected status.
- b. The complainant and accused shall be interviewed by the outside investigator. Both shall provide written lists of witnesses to be interviewed, and documents or other evidence to be reviewed as relevant to the complaint. The investigator shall interview all witnesses identified by the complainant or accused, in addition to witnesses with relevant knowledge which the investigator may discover from other sources. The investigator shall also review relevant documents and other evidence. The investigator shall within twenty (20) business days of receiving the complaint prepare a written summary of his or her investigation, and a recommendation to the School Board Attorney as to whether there is reasonable cause to believe that a discriminatory practice may have occurred.
- c. If reasonable cause is recommended by the investigator against a School Board Member or an elected Superintendent, the recommendation shall within twenty (20) business days be forwarded to the Governor's office to determine if there is evidence that a misfeasance or malfeasance of office occurred. The Governor's office will be responsible for taking any necessary action in accordance with applicable law with reference to an elected official. The School Board shall receive and make the final determination if the Superintendent is appointed by the Board.

- d. A finding of no reasonable cause by the outside investigator, which is reviewed and confirmed by the School Board Attorney, shall be final. In compliance with Florida Statutes, the investigation file shall become public record and the Superintendent or School Board Member shall answer to their constituency.

V. Penalties for Confirmed Discrimination or Harassment

A. Student - A substantiated allegation of discrimination or harassment against a student shall subject that student to disciplinary action consistent with the *Code of Student Conduct*.

B. Employee or Volunteer - A substantiated allegation of discrimination or harassment against an employee may result in disciplinary actions including termination and referral to appropriate law enforcement authorities. A volunteer shall be removed from service and a referral may be made to appropriate law enforcement authorities.

VI. Limited Exemption from Public Records Act and Notification of Parents of Minors

A. To the extent possible, complaints will be treated as confidential and in accordance with Florida Statutes and the Family Educational Rights and Privacy Act (FERPA). Limited disclosure may be necessary to complete a thorough investigation as described above. The District's obligation to investigate and take corrective action may supersede an individual's right to privacy.

B. The parents of a person under the age of 18 who has filed a complaint of discrimination and/or harassment shall be notified within three (3) business days of receipt of a complaint.

VII. A notice relating to nondiscriminatory practices shall appear in a prominent location at each work center and in District publications. The notice shall be available to School Board employees, potential employees, the general public, and students.

VIII. Retaliation Prohibited

- A. Any act of retaliation against an individual who files a complaint alleging a violation of the District's antidiscrimination policy or illegal harassment policy or who participates in the investigation of a discrimination or harassment complaint is prohibited.
- B. Retaliation may include, but is not limited to, any form of intimidation, reprisal or harassment based upon participation in the investigation of, or filing a complaint of discrimination or harassment.

STATUTORY AUTHORITY: 120.54, 1001.41, 1001.42, 1012.23, F.S.

LAW(S) IMPLEMENTED: 112.51, 119.07, 760.01 *et seq.*,
1000.05, 1000.21, 1001.43, 1012.22, F.S.
34 CFR 99, 34 CFR 108, 34 CFR 200.43(c), P.L.110-233
42 U.S.C. 12112, American with Disabilities Act of 1990
42 U.S.C. 2000ff *et seq.*, Genetic Information Non-discrimination Act of 2008
29 U.S.C. 701 *et seq.*, Rehabilitation Act of 1973
29 U.S.C. 621 *et. seq.*, Age Discrimination in Employment Act of 1967
42 U.S.C., 2000e *et seq.*, Civil Rights Act of 1964;
29 CFR Parts 1600-1699

STATE BOARD OF EDUCATION RULE(S): 6A-19.001 *et seq.*

HISTORY:

ADOPTED: 3/23/2010

REVISION DATE(S): 8/24/2010, 4/24/2012, 12/15/2015, 12/15/2020

FORMERLY: Prohibition Against Harassment 2.201, Unlawful
Discrimination, 2.21

**TITLE IX POLICY
PROHIBITING SEXUAL HARASSMENT AND SEXUAL
DISCRIMINATION**

2.161

(A) PURPOSE

The School Board of Suwannee County is committed to maintaining an education and work environment free from discrimination on the basis of sex, including sexual harassment, in compliance with Title IX, 20 U.S.C. § 1681 and 34 C.F.R. part 106. The School District of Suwannee County, Florida (“District”) will address all allegations of sexual harassment or sexual discrimination with a thorough investigation, ensuring due process for the complainant and respondent.

(B) POLICY

Sexual harassment and sexual discrimination are prohibited in the District, on all District property, and at all District sponsored activities or events. Students and employees who feel that they have been subject to sexual harassment or sexual discrimination are encouraged to file a complaint in accordance with the procedure outlined in this Title IX Policy (“Policy”). Employees who become aware of sexual harassment or sexual discrimination must report to the appropriate personnel so the District can conduct a thorough investigation.

(C) DEFINITIONS

- (1) “Actual Knowledge” means notice of Sexual harassment or Sexual Discrimination or allegations of to any employee of the District.
- (2) “Complainant” means an individual who is alleged to be the victim of conduct that may constitute Sexual Harassment or Sexual Discrimination.
- (3) “Dating Violence” means violence committed by a person –

- (a) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (b) Where the existence of such relationship shall be determined based on the consideration of the following factors:
 - (i) The length of the relationship;
 - (ii) The type of relationship;
 - (iii) The frequency of interaction between the persons involved in the relationship.
- (4) “District” means The School District of Suwannee County, Florida.
- (5) “Domestic Violence” means a felony or misdemeanor crime of violence committed by:
 - (a) A current or former spouse or intimate partner of the victim;
 - (b) A person with whom the victim shares a child in common;
 - (c) A person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
 - (d) A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred; or
 - (e) Any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred.

- (6) "Formal Complaint" means a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment or Sexual Discrimination against a Respondent and requesting that the District investigate the allegation of Sexual Harassment or Sexual Discrimination.
- (7) "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment or Sexual Discrimination.
- (8) "Sexual Assault" means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent, and includes the following:
 - (a) rape;
 - (b) sodomy;
 - (c) Sexual assault with an object;
 - (d) fondling;
 - (e) Incest; and
 - (f) Statutory rape.
- (9) "Sexual Discrimination" means discrimination based on sex, gender identity, gender expression or sexual orientation.
- (10) "Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following:
 - (a) An employee of the District conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct;

- (b) Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity;

or

- (c) Sexual Assault, as defined above and in 20 U.S.C. 1092(f)(6)(A)(v), Dating Violence as defined above and in 34 U.S.C. 12291(a)(10), Domestic Violence as defined above and in 34 U.S.C. 12291(a)(8), or Stalking as defined below and in 34 U.S.C. 12291(a)(30).
- (11) "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - (a) Fear for his or her safety or the safety of others; or
 - (b) Suffer substantial emotional distress.
 - (12) "Supportive Measures" means non-disciplinary, non-punitive individualized services offered to the Complainant or the Respondent designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter Sexual Harassment or Sexual Discrimination.
 - (13) "Title IX Coordinator" means the District employee designated and authorized to coordinate the District's efforts to comply with its responsibilities to prohibit discrimination on the basis of sex in the District's education programs and activities.

(D) DEFINITIONAL AND JURISDICTIONAL REQUIREMENTS

- (1) The District will not address allegations of sexual misconduct that does not meet the definition of Sexual Harassment or Sexual Discrimination under this Policy but may address such allegations under another District policy.
- (2) The District will address all allegations of Sexual Harassment or Sexual Discrimination occurring:
 - (a) At all District schools;
 - (b) At all District events; and
 - (c) Under circumstances over which the District exercised substantial control over both the Respondent and the context in which the Sexual Harassment or Sexual Discrimination occurs.
- (3) The District will not address allegations of Sexual Harassment or Sexual Discrimination that occurred outside the United States under this Policy but may address such allegations under another District policy.

(E) TITLE IX COORDINATOR

The District will employ a designated and authorized administrator to coordinate its compliance with Title IX for students and employees. Such administrator will be known as the Title IX Coordinator. The Superintendent or a designee will notify applicants for employment, students, parents, or legal guardians of elementary and secondary school students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the District, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator.

(F) PROCEDURES

(1) General Provisions

- (a) Complainants and Respondents will be treated equitably by providing remedies to a Complainant where a determination of responsibility for Sexual Harassment or Sexual Discrimination has been made against the Respondent and by following the grievance process before imposing any disciplinary sanction or other action, other than Supportive Measures, against the Respondent.
- (b) The Title IX Coordinator, Investigator, Decision-Maker, or any other person designated to facilitate an informal resolution process shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent.
- (c) A Respondent is presumed not to be responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.
- (d) The standard of evidence for all complaints of Sexual Harassment or Sexual Discrimination through the grievance process is preponderance of the evidence.
- (e) The District will make Supportive Measures available to the Complainant and Respondent throughout the grievance process.
- (f) Any allegations not involving Sexual Harassment or Sexual Discrimination will be addressed through the procedures outlined in the appropriate School Board Policies or applicable provisions of the Code of Student Conduct.

- (g) The timelines set forth in this Policy may be subject to a temporary delay of the grievance process or an extension for good cause with written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action. Good cause may include, but is not limited to, considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; and the need for language assistance or an accommodation of disabilities.

(2) Reporting Sexual Harassment or Sexual Discrimination

- (a) Any person may report Sexual Harassment or Sexual Discrimination, whether or not the person reporting is the person alleged to be the victim of conduct that could constitute Sexual Harassment or Sexual Discrimination, in person, by mail, by telephone, or by electronic mail, using the Title IX Coordinator's contact information as published on the District website at www.Suwannee.k12.fl.us.
- (b) District employees are required to report allegations or observations of Sexual Harassment or Sexual Discrimination promptly to the Title IX Coordinator. Any District employee who has independent knowledge or receives a report involving allegations of Sexual Harassment or Sexual Discrimination must promptly notify the Title IX Coordinator of such information or report.
- (c) If a complaint alleges abuse of a student, or if such information is discovered in the course of the investigation of the complaint, the information shall be immediately reported to the Department of Children and Families Central Abuse Hotline as required by law and in accordance with School Board Policy 2.17.
- (d) When a report of Sexual Harassment or Sexual Discrimination is made, the Title IX Coordinator, or designee, shall promptly contact the Complainant, as well as the Complainant's parent or

guardian if the Complainant is under eighteen (18) years of age or under guardianship, to discuss the availability of Supportive Measures, consider the Complainant's wishes with respect to Supportive Measures, inform the Complainant of the availability of Supportive Measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint.

- (e) The Superintendent or designee shall designate a school-based administrator at each school to serve as the Title IX Liaison to work with the Title IX Coordinator to implement this Policy.
- (f) It is a violation of this policy for a Complainant, Respondent, and/or witness to knowingly making false statements or knowingly submit false information during the grievance process, including intentionally making a false report of Sexual Harassment or Sexual Discrimination or submitting a false Formal Complaint. The Board will not tolerate such conduct and, if substantiated, will result in disciplinary action.

(3) Emergency Removal

- (a) A Respondent may be removed from Respondent's school, program, or activity on an emergency basis if the site administrator determines, after consulting with the Title IX Coordinator, based on an individualized safety and risk analysis, that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment or Sexual Discrimination justifies removal.
- (b) If a student Respondent is removed under this provision, the District will notify the student Respondent and the student Respondent will have an opportunity to challenge the decision immediately following the removal.

- (c) If a Respondent is a non-student employee, the District may place the Respondent on administrative leave during the pendency of the grievance process.
 - (d) For all non-student and non-employee Respondents, the District retains broad discretion to prohibit such persons from entering onto its school grounds and other properties at any time and for any reason, whether after receiving a report of Sexual Harassment or Sexual Discrimination or otherwise.
- (4) Formal Complaint of Sexual Harassment or Sexual Discrimination
- (a) A Formal Complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail by using the contact information listed for the Title IX Coordinator.
 - (b) When the Title IX Coordinator receives a Formal Complaint or signs a Formal Complaint, the District will follow its grievance process, as set forth herein.
 - (c) A Formal Complaint must be signed by the Complainant or the Title IX Coordinator.
 - (d) Following the filing of a Formal Complaint, and absent a dismissal, notice must be sent to both the Complainant and Respondent.
 - (e) The District shall dismiss a Formal Complaint if the conduct alleged in the Formal Complaint:

- (i) Would not constitute Sexual Harassment or Sexual Discrimination, as defined in this Policy, even if proved;
 - (ii) Did not occur in the District's education program or activity; or
 - (iii) Did not occur against a person in the United States.
- (f) The District may dismiss a Formal Complaint if:
- (i) The Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegation therein;
 - (ii) The Respondent is no longer enrolled in or employed by the District;
 - (iii) Specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations therein.
- (g) If a Formal Complaint is dismissed, the Title IX Coordinator must promptly send written notice of the dismissal and the reasons therefore simultaneously to the Complainant and Respondent.
- (h) The Title IX Coordinator may consolidate Formal Complaints as to allegations of Sexual Harassment or Sexual Discrimination against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against the other party, where the allegations of Sexual Harassment or Sexual Discrimination arise out of the same facts or circumstances.

- (i) A Complainant may appeal a dismissal by following the procedures outlined in this Policy.

(5) Informal Resolution Process

- (a) Under no circumstances shall a Complainant be required as a condition of enrolling or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, to waive any right to an investigation and adjudication of a Formal Complaint of Sexual Harassment or Sexual Discrimination. Similarly, no party shall be required to participate in an informal resolution process.
- (b) The Title IX Coordinator may offer the Complainant and Respondent the opportunity to participate in an informal resolution process.
- (c) The informal resolution process may be used at any time prior to the Decision-Maker reaching a determination regarding responsibility.
- (d) If the Title IX Coordinator proposes an informal resolution process, the Title IX Coordinator shall provide to the parties a written notice disclosing:
 - (i) The allegations;
 - (ii) The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations; and

- (iii) Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
 - (e) The Title IX Coordinator shall obtain from the Complainant and Respondent their voluntary, written consent to the informal resolution process before commencing the informal resolution process.
 - (f) The informal resolution process is not available to resolve allegations that a District employee sexually harassed a student.
- (6) Investigation of a Formal Complaint of Sexual Harassment or Sexual Discrimination
 - (a) In conducting the investigation of a Formal Complaint and through the grievance process, the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility is on the District, not the parties.
 - (b) All Investigators will be trained to conduct Sexual Harassment and Sexual Discrimination investigations.
 - (c) As part of the investigation, the Complainant and Respondent have the right to:
 - (i) Present witnesses and other inculpatory and exculpatory evidence; and
 - (ii) Be accompanied to any meeting or interview by the advisor of their choice, who may be, but is not required to be, an attorney.

- (d) The District will provide any party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings with sufficient time for the party to prepare to participate.
- (e) Both the Complainant and Respondent will have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.
- (f) After the investigation but prior to completion of the investigative report, the Investigator will send a summary of the evidence to the Complainant and Respondent for inspection in an electronic format or hard copy. The parties will have ten (10) business days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- (g) At the conclusion of the investigation, the Investigator shall create an investigative report that fairly summarizes relevant evidence and send the report to each party and the party's advisor, if any, for their review and written response. The Investigator will send the investigative report in an electronic format or a hard copy at least ten (10) business days prior to the Decision-Maker issuing a determination regarding responsibility.

(7) Determination of Responsibility

- (a) The Title IX Coordinator shall appoint a Decision-Maker to issue a determination of responsibility. The Decision-Maker cannot be the same person as the Title IX Coordinator or the Investigator.

- (b) In making the determination of responsibility, the Decision-Maker is directed to use the “preponderance of the evidence” standard. The Decision-Maker is charged with considering the totality of all available evidence, from all relevant sources.

- (c) After the Investigator sends the investigative report to the Complainant, Respondent, and Decision-Maker, and before the Decision-Maker reaches a determination regarding responsibility, the Decision-Maker will afford each party three (3) business days to submit written, relevant questions that a party wants asked of any party or witness. Each party or witness will then have five (5) business days to respond to such questions. The Decision-Maker will then provide each party with the answers and allow two (2) business days for additional, limited follow-up questions from each party. Each party or witness will then have two (2) business days to respond to such questions. The Decision-Maker must explain to the party proposing the questions any decision to exclude a question as not relevant. All correspondence may be in electronic format or hard copy.

- (d) Questions and evidence about the Complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant’s prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant’s prior sexual behavior with respect to the Respondent and are offered to prove consent.

- (e) The Decision-Maker will issue a written determination regarding responsibility. The written determination will include the following content:
 - (i) Identification of the allegations potentially constituting Sexual Harassment or Sexual Discrimination pursuant to this Policy;

- (ii) A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
 - (iii) Findings of fact supporting the determination;
 - (iv) A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, and disciplinary sanctions the Decision-Maker is recommending that the District impose on the Respondent, and whether remedies designed to restore or preserve equal access to the District's education program or activity should be provided by the District to the Complainant; and
 - (v) The procedures and permissible bases for the Complainant and Respondent to appeal.
- (f) The Decision-Maker will provide the written determination to the Title IX Coordinator who will provide the written determination to the parties simultaneously.
- (g) In imposing a disciplinary sanction or consequence, the District will consider the severity of the incident, previous disciplinary violations, if any, and any mitigating circumstances.
- (h) The Title IX Coordinator is responsible for effective implementation of any remedies.
- (i) The written determination may be appealed by either party in accordance with the process outlined in Section G below.

(G) APPEALS

- (1) Both parties have the right to file an appeal from a determination regarding responsibility, or from the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein, on the following bases:
 - (a) Procedural irregularity that affected the outcome of the matter;
 - (b) New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 - (c) The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that affected the outcome of the matter.
- (2) Any party wishing to appeal the Decision-Maker's determination of responsibility, or the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein, must submit a written appeal to the Title IX Coordinator within five (5) business days after receipt of the Decision-Maker's determination of responsibility or the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein.
- (3) Nothing herein prevents the District from imposing any remedy, including disciplinary sanction, while the appeal is pending.
- (4) As to all appeals, the Title IX Coordinator will notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.
- (5) The Decision-Maker for the appeal shall not be the same person as the Decision-Maker that reached the determination regarding responsibility or dismissal, the Investigator, or the Title IX Coordinator. The

Decision-Maker for the appeal shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent and shall receive the same training as required of other Decision-Makers.

- (6) Both parties shall have a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- (7) The Decision-Maker for the appeal shall determine when each party's written statement is due.
- (8) The Decision-Maker for the appeal shall issue a written decision describing the result of the appeal and the rationale for the result. The original Decision-Maker's determination of responsibility will stand if the appeal request is not filed in a timely manner or the appealing party fails to show clear error or a compelling rationale for overturning or modifying the original determination. The written decision will be provided simultaneously to both parties.
- (9) The determination of responsibility associated with a Formal Complaint, including any recommendations for remedies and disciplinary sanctions, becomes final when the time for filing an appeal has passed or, if an appeal is filed, at the point when the Decision-Maker for the appeal's decision is delivered to the Complainant and the Respondent.

(H) RECORDKEEPING

- (1) The District will maintain for a period of seven (7) years records related to a report or Formal Complaint of Sexual Harassment or Sexual Discrimination.
- (2) Records maintained for a period of seven (7) years include:

- (a) Any Sexual Harassment or Sexual Discrimination investigation including any determination regarding responsibility, any disciplinary sanctions recommended or imposed on the Respondent, and any remedies provided to the Complainant;
- (b) Any appeal and the result therefrom;
- (c) Any informal resolution and the result therefrom; and
- (d) All materials used to train Title IX Coordinators, Investigators, Decision-Makers, and any person who facilitates an informal resolution process.

(I) TRAINING

- (1) The District's Title IX Coordinator, along with any Investigator, Decision-Maker, or person designated to facilitate an informal resolution process, must receive training appropriate to designated role on:
 - (a) The definition of Sexual Harassment or Sexual Discrimination;
 - (b) The scope of the District's education program or activity;
 - (c) How to conduct an investigation and implement the grievance process, appeals, and informal resolution processes, as applicable; and
 - (d) How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interests, and bias.
- (2) The District will make its training material publicly available.

(J) RETALIATION

(1) Retaliation Prohibited

- (a) No person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this Policy, or because the individual made a report of complaint, testified, assisted, or participated or refused to participate in any manner in an investigation or proceeding under this Policy.
- (b) Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or Sexual Harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or Formal Complaint of Sexual Harassment or Sexual Discrimination, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this Policy, constitutes retaliation.
- (c) Retaliation against a person for making a report of Sexual Harassment or Sexual Discrimination, filing a Formal Complaint, or participating in an investigation, is a serious violation of this Policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- (d) Disciplining an individual for knowingly making false statements or knowingly submitting false information during the grievance process, including intentionally making a false report of Sexual Harassment or Sexual Discrimination or submitting a false Formal Complaint shall not constitute retaliation, provided, however, that a determination regarding responsibility for the alleged Sexual Harassment or Sexual Discrimination alone, is not sufficient to conclude that any individual made a false statement in bad faith.

STATUTORY AUTHORITY: 120.54, 120.81(1), 1001.32(2), 1001.41, 1001.42,
F.S.

LAW(S) IMPLEMENTED: 20 U.S.C., 1681 et seq., Title IX of the
United States Education Amendments of 1972, 34 CFR 106, 1000.05, 1000.21,
1001.32, 1001.33, 1001.41, 1001.42(4) & (8), 1001.43, 1003.31, 1012.23, F.S.

<u>History:</u>	Adopted:
	Revision Date(s):
	Formerly: NEW

POLICY:**I. Introduction**

The Suwannee County School Board has as its first obligation to provide a safe, secure and orderly learning environment in all schools and at all sponsored activities for students, school personnel, and other persons.

II. Orderly Environment

An orderly environment can only be achieved by developing procedures to control students, personnel, and other persons on school property and attending School Board or school sponsored events or activities. All procedures shall reflect the following policy provisions:

- A. No person other than a student and employee of a school site shall be on a school campus during school hours unless they are in compliance with Policy 9.07 (Visitors).
- B. A student who is suspended or expelled is not in good standing and is not permitted on the school campus, school grounds, or at a school sponsored activity.
- C. Any person on a school campus or school grounds not in accordance with this policy is hereby declared to be a trespasser and shall be asked to leave immediately by any staff member. Each principal shall keep a log of such incidents, which shall provide the name of the person asked to leave and other pertinent information. If said person shall again be seen upon the school campus or school grounds, any staff member shall immediately notify the principal or appropriate local law enforcement officials without further warning.
- D. Individuals who enter School Board property, activity, or School Board meeting without a legitimate reason and create a disturbance or refuse to leave the property or activity when asked by the board chairperson, Superintendent/designee, principal or person in charge are subject to criminal penalty as provided in Florida Statutes. The person in charge shall contact appropriate law enforcement officials in cases of

disruptive activity or refusal to leave the school property or activity and take appropriate actions to have the offender punished as prescribed by law. The Superintendent shall be notified of any such action at schools or school activities.

E. No person except law enforcement, security officers, and other legally identified individuals may have in his/her possession any weapon, illegal substance, or dangerous substance while on school property or at school events. However, District employees may possess a securely encased concealed firearm in their vehicle in accordance with F.S. 790.25 (5).

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

Emergency Response Agency	Type of Emergency
Live Oak Police Department	All Emergencies
Suwannee County Sheriff's Department	All Emergencies

IV. Safety and Security – Emergency Plans

A. The Superintendent shall develop a School Safety and Security Plan with input from representatives of the local law enforcement agencies, the local Fire Marshall(s), representative(s) from emergency medical services; building administrators, representative(s) from the local emergency management agency, School Resource Officer(s) and/or representative(s) of the Suwannee County Health Department.

B. As required by state law, the Superintendent shall require the use of the Safe School Assessment Survey based on the School Safety and Security Best Practices Indicators created by FL DOE Safe School Assessment Tool (FSSAT) to conduct a self-assessment of the District's current safety and security practices.

C. Upon completion of these self-assessments, the Superintendent shall convene a safety and security review meeting for the purpose of:
(a) reviewing the current School Safety and Security Plan and the results of the self-assessment; (b) identifying necessary modifications to the plan; (c) identifying additional necessary training for staff and students; and (d) discussing any other related matters deemed necessary by the meeting participants.

- D. The Superintendent shall present the findings of the safety and security review meeting to the Board for review and approval of appropriate school safety, emergency management and preparedness plans. The Superintendent shall make any necessary recommendations to the Board that identify strategies and activities that the Board should incorporate into the School Safety and Security Plan and/or implement in order to improve school safety and security. The School Safety and Security Plan is, however, confidential and is not subject to review or release as a public record.
- E. The Superintendent shall report the self-assessment results and any action taken by the Board to review the School Safety and Security Plan to the Commissioner of Education within thirty (30) days after the Board meeting.
- F. Emergency management and preparedness plans shall include notification procedures for weapon use and active assailant/hostage situations, hazardous materials and toxic chemical spills, weather emergencies, and exposure resulting from a manmade emergency.
- G. Emergency management and preparedness procedures for active shooter situations shall engage the participation of the District's Director of School Safety, threat assessment team members, faculty, staff, and students for each school and be conducted by the law enforcement agency or agencies designated as first responders to the school's campus.
 - 1. Accommodations for drills conducted at exceptional student education centers may be provided.
- H. Each school shall develop and maintain an up-to-date plan based upon the uniform guidelines and including the provisions of Florida law, State Board of Education rules, and other applicable regulations.
- I. Copies of school plans shall be provided to county and city law enforcement agencies, fire departments, and emergency preparedness officials.

V. Threat Assessment

- A. The primary purpose of a threat assessment is to minimize the risk of targeted violence at school. The Board's threat assessment process is designed to be consistent with the process set forth in the joint U.S. Secret Service and U.S. Department of Education publication. Threat Assessment in Schools: a Guide to Managing Threatening Situations and to creating Safe School Climates for identifying, assessing, and managing students who may pose a threat. The goal of the threat assessment process is to take appropriate preventative or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed. The threat assessment process is centered upon an analysis of the facts and evidence of behavior in a given situation. The appraisal of risk in a threat assessment focuses on actions, communications, and specific circumstances that might suggest that an individual intends to cause physical harm and is engaged in planning or preparing for that event.
- B. The Board authorizes the Superintendent to create building-level, trained threat assessment teams. Each team shall be headed by the principal and shall include a person with expertise in counseling (school/psychological), instructional personnel, and law enforcement (school resource officer) and provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self.
1. The threat assessment team will be responsible for the assessment of individuals whose behavior may pose a threat to the safety of school staff and/or students and coordinating resources and interventions for the individual.
 2. If a student with a disability is reported to have made a threat to harm others, and the student's intent is not clear, a referral will be made to the threat assessment team for evaluation.
 3. Upon a preliminary determination that a student poses a threat of violence or physical harm to him/herself or others, the threat assessment team may obtain criminal history record information. The team must immediately report its determination to the Superintendent who must immediately attempt to notify the

student's parent or legal guardian. A parent or guardian has the right to inspect and review the threat assessment. The team will coordinate resources and interventions to engage behavioral and or mental health crisis resources when mental health or substance abuse crisis is suspected.

4. The threat assessment team must plan for the implementation and monitoring of appropriate interventions to manage or mitigate the student's risk for engaging in violence and increasing the likelihood of positive outcomes.
5. Upon the student's transfer to a different school, the threat assessment team must verify that any intervention services provided to the student remain in place until the threat assessment team of the receiving school independently determines the need for intervention services. Threat assessment teams must meet as often as needed to fulfill their duties of assessing and intervening with persons whose behavior may pose a threat to school staff or students, but no less than monthly. The teams must maintain documentation of all meetings, including meeting dates and times, team members in attendance, cases discussed and actions taken.

VI. Safety – Procedures

- A. School alarms shall be monitored on a weekly basis and malfunctions shall be reported for immediate repair.
- B. A safety program shall be established consistent with the provisions of Policy 8.01. The emergency preparedness procedures will identify the individuals responsible for contacting the primary emergency response agency and the emergency response agency that is responsible for notifying the school district for each type of emergency.
- C. Emergency evacuation drills (fire, hurricane, tornado, active assailant/hostage situation, other natural disaster, and school bus) shall be held in compliance with state requirements and formulated in consultation with the appropriate public safety agencies. Each principal, site administrator, or transportation official is responsible for:

1. Developing and posting emergency evacuation routes and procedures;
 2. Assigning and training all staff members in specified responsibilities to ensure prompt, safe and orderly evacuation;
 3. Identifying and reporting hazardous areas requiring corrective measures; and
 4. Preparing and submitting a written report of each emergency evacuation drill to the District Office.
- D. In the event of an emergency, the Superintendent is authorized to dismiss early or close any or all schools. Except that the principal may dismiss the school when the Superintendent or designee cannot be contacted and an extreme emergency exists endangering the health, safety, or welfare of students. Any such actions shall be reported immediately to the Superintendent or designee along with a statement describing the reasons for the action. Such report shall be submitted to the School Board at the next regular meeting unless a special meeting is held relating to the emergency.
- E. Parents, as defined by law, have a right to timely notification of threats, unlawful acts, and significant emergencies that occur on school grounds, during school transportation or during school-sponsored activities pursuant to sections 1006.07(4) and (7), F.S.
1. Parents have a right to access school safety and discipline incidents as reported pursuant to section 1006.07(9), F.S.

VII. Safety – Violence Prevention

- A. The Superintendent shall develop a violence prevention plan for use by each school.
- B. Training in identification of potentially violent behaviors and the procedures to be implemented shall be provided to personnel of the schools.

VIII. Security

- A. The Superintendent shall establish and implement a Domestic Security Plan consistent with the requirements of the National Incident Management System (NIMS).
- B. The Superintendent shall develop and implement guidelines and procedures for reviewing each school's security provisions.
- C. Designate an administrator as the school safety specialist for the District.
- D. A review of each school's security provisions shall be conducted annually by the principal with a written report submitted to the Superintendent or designee for submission to the Board for review.
- E. Each school's emergency plan shall include security provisions including emergency lockdown procedures.
- F. Establishing policies and procedures for the prevention of violence on school grounds; including assessment of and intervention with individuals whose behavior poses a threat to the safety of the school community.
- G. Adhering to background screening procedures for all staff, volunteers and mentors.
- H. Security trailers may be located on school property.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

**316.614, 790.115, 790.25, 1001.43, 1001.51,
1006.062, 1006.07, 1006.145, 1006.1493, 1006.21, 1013.13, F.S.**

STATE BOARD OF EDUCATION RULE(S):

6A-1.0403, 6A-3.0171

<i>History:</i>	Adopted:
Revision Date(s):	12/17/02, 4/27/10, 5/22/2018, 9/25/2018, 11/19/2019, 12/15/2020, 4/27/2021
Formerly:	Campus Disorders and Trespassing 3.06

A MOMENT OF SILENCE

3.09

POLICY:

Each school day, first period teachers, in all grades, shall set aside up to two (2) minutes for a moment of silence, during which students may not interfere with other students' participation.

STATUTORY AUTHORITY:

1001.41; 1001.42, F.S.

LAWS IMPLEMENTED:

1001.43; 1003.45, F.S.

History:

Adopted:

Revision Date(s):

Formerly:

It is the policy of the Suwannee School District that all of its students and school employees have an educational setting that is safe, secure, and free from dating violence and abuse. The District shall not tolerate dating violence and abuse of any kind. Dating violence or abuse by any student is prohibited on school property, during any school related or school sponsored program or activity, or during school sponsored transportation. The School Board of Suwannee County also prohibits sexual harassment and sexual discrimination, which is governed by Policy 2.161 Title IX Policy Prohibiting Sexual Harassment and Sexual Discrimination.

I. Definitions

- A. *Teen dating violence* is a pattern of emotional, verbal, sexual, or physical abuse used by one person in a current or past romantic or intimate relationship to exert power and control over another when one or both of the partners is a teenager.
- B. *Abuse* is mistreatment which may include insults, coercion, social sabotage, sexual harassment, threats and/or acts of physical or sexual abuse. The abusive partner uses this pattern of violent and coercive behavior to gain power and maintain control over the dating partner. This may also include abuse, harassment, and stalking via electronic devices such as cell phones and computers, and harassment through a third party, and may be physical, mental, or both. Sexual harassment and sexual discrimination definitions, policies, and procedures are set forth in Policy 2.161 Title IX Policy Prohibiting Sexual Harassment and Sexual Discrimination.

II. Reporting Teen Dating Violence or Abuse

- A. The principal or designee shall be responsible for receiving complaints alleging violations of this policy. If the principal or designee has reason to suspect that the complaint could be a Title IX issue, then it should be promptly reported to the Title IX Coordinator.
- B. All school employees are required to report alleged violations of this policy to the principal or designee.

- C. In addition to reporting the incident to the principal or designee, if a district employee or agent has reason to suspect that an alleged violation of this policy might constitute a crime, the district employee or agent shall also immediately report the complaint to law enforcement. Any uncertainty regarding whether an alleged violation might constitute a crime must be resolved in favor of reporting the incident to law enforcement.
- D. All other members of the school community, including students, parents as defined by Florida Statutes, volunteers, and visitors are encouraged to report any act that may be a violation of this policy anonymously or in person to the principal or designee.
- E. In cases involving an alleged perpetrator who is of adult age and an alleged teen victim, certain suspicions of abuse must be reported to the Florida Abuse Hotline (1-800-962-2873) or local law enforcement pursuant to Section 39.201, Florida Statutes.
- F. The principal shall establish and prominently publicize to students, staff, volunteers, and parents how a report of dating violence and abuse may be filed either in person or anonymously and how this report will be acted upon.
- G. The victim of teen dating violence or abuse, anyone who witnesses an act of dating violence or abuse, and anyone who has credible information that an act of dating violence and abuse has taken place may file a report of dating violence and abuse.
- H. Submission of a good faith complaint or report of teen dating violence or abuse will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments. Appropriate remedial action will be pursued for persons found to have wrongfully and intentionally accused another of an act of dating violence or abuse.

- I. Any written or oral report of an act of dating violence and abuse shall be considered an official means of reporting such act(s). Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.
- J. Incidents of teen dating violence and abuse shall be filed within ten (10) school days of the alleged incident or having knowledge of the incident.

III. Investigations

- A. The principal or designee shall select a staff member employed at the school and trained in investigative procedures to initiate the investigation. The staff member may not be the accused perpetrator or victim.
- B. Documented interviews of the victim, alleged perpetrator and witnesses shall be conducted privately and separately. All interviews are confidential. Each individual (victim, alleged perpetrator and witnesses) will be interviewed separately and at no time will the alleged perpetrator and victim be interviewed together.
- C. The investigative process shall be completed within ten (10) school days from the time the report is filed.
- D. If the complaint is determined to be a Title IX Sexual Harassment or Sexual Discrimination complaint, the policies and procedures set forth in Policy 2.161 Title IX Policy Prohibiting Sexual Discrimination will apply.
- E. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or a report of teen dating violence and/or abuse and the investigative procedures that follow. School employees shall refrain from sharing confidential student information with other school employees, students, or community members, unless disclosure is required by law or is necessary to protect the student's safety. Any notification made must be consistent with the student's privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

F. If it is determined that inappropriate behavior(s) has occurred, the investigator will make recommendations for disciplinary action to the principal or Superintendent.

IV. Discipline

- A. Immediate action shall be taken to eliminate the behavior.
- B. Disciplinary action shall be taken based on the circumstances of the behavior(s).
- C. Discipline shall be consistent with the provisions of the *Code of Student Conduct*.
- D. If a crime has been committed, the appropriate law enforcement agency shall be immediately notified.

V. Restraining Orders

- A. If an order of protection has been issued, the student or his/her parent(s) should inform the school immediately.
- B. The investigator will contact the abuser and his/her parent(s) to initiate a contract to stay away from the victim, consistent with the terms of the order, with penalties for known violations of the contract.
- C. The principal or district administrator will notify law enforcement immediately if he/she has a reasonable belief that a criminal or civil restraining order has been violated.
- D. The school resource officer and/or security officer will respond immediately to a report of a violation of a criminal or a civil restraining order.

VI. Support Services for the Victim

The school shall provide a victim of dating violence and abuse with support services that may include but are not limited to:

- A. A contract with the offender to stay away from the victim while on school grounds, on school transportation and during school sponsored programs and events;
- B. Reasonable accommodations, such as class schedule changes;
- C. If needed, the school will assist the student in creating an alternative education plan for the student such as transferring to a different school or the ability to make up school work missed due to dating violence.
- D. Security protection, such as safe egress/regress from school and within the school;
- E. Timely and comprehensive investigation of dating violence and abuse complaints;
- F. Information and assistance in securing intervention which includes assistance and support provided to parents/legal guardians, if deemed necessary and appropriate.
- G. Referrals for outside support and/or counseling.

VII. Methods of Intervention with the Alleged Perpetrator

- A. Allow the alleged perpetrator to respond in writing to the allegations.
- B. Identify and implement interventions that will be taken to prevent further incidents.
- C. Refer the alleged perpetrator and parents/legal guardians to help and support available at the school and within the community.
- D. Address the seriousness of retaliations against the victim for reporting the incident or cooperating with the investigation. Inform the alleged perpetrator that retaliation or threats of retaliations in any form

designed to intimidate the victim of dating violence or abuse, those who are witnesses, or those who investigate an incident, shall not be tolerated.

- E. Provide for increased supervision of the alleged perpetrator.
- F. Document the meeting and action plans.

VIII. Curriculum

- A. The health education curriculum for students in grades 7 through 12 shall include dating violence and abuse. The teen dating violence and abuse component shall include, but is not limited to, the definition of dating violence and abuse, the warning signs of dating violence and abusive behavior, the characteristics of healthy relationships, measures to prevent and stop dating violence and abuse, and community resources available to victims of dating violence and abuse.
- B. The curriculum shall have an emphasis on prevention-based education.

IX. Training

- A. Teachers, administrators, counselors, instructional assistants, school nurses and other nonteaching staff such as bus drivers, custodians, and cafeteria workers shall receive training about teen dating violence and abuse.
- B. Students, parents and school volunteers shall also be given instruction related to teen dating violence and abuse.
- C. Training on the District's policy prohibiting dating violence and abuse and related procedures shall be conducted, at a minimum, on an annual basis.

- D. The instruction shall include evidence-based methods of preventing dating violence and abuse and how to effectively identify and respond to incidents of dating violence and abuse within the scope of the school.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 1000.21, 1001.43, 1003.42, 1006.07, 1006.148, F.S.

HISTORY:

ADOPTED: 3/22/11

REVISION DATE(S): 12/15/2020

FORMERLY: NEW

POLICY:

School Board Rules and procedures for maintaining student records shall be consistent with Florida Statutes, including the “Parents’ Bill of Rights”, State Board of Education Rules, and Federal Laws relating to Family Educational Rights and Privacy Acts and Privacy Rights of Parents and Students. The Superintendent shall be responsible for interpreting this rule and the school principal shall be responsible for controlling and supervising student records, following all rules on student records, and interpreting rules on student records to the school staff, students, and the community.

- I. Procedures on student records shall be approved by the School Board. Included shall be provisions of the Family Educational Rights and Privacy Act requirements relating to the surveying of students, the collecting of information from students for marketing purposes, and certain nonemergency medical examinations.
- II. Parents, as defined by law, and students shall be notified annually of their rights regarding education records.
- III. The District shall not collect or retain information including biometric information restricted by §1002.222, F.S.
- IV. The District acknowledges important information relating to a minor child should not be withheld inadvertently or purposefully, from the parent, including information relating to the minor child’s health, well-being, and education, while the minor child is in the custody of the school district.
- V. Parents have the right to access and review all school records related to the minor child including but not limited to, the right to access school safety and discipline incidents as reported pursuant to section 1006.07 (7) and (9), F.S.
- VI. The individual records of children enrolled in the Voluntary Prekindergarten Education Program shall be maintained as confidential records exempt from public records law as required by Florida Statutes.

- VII. A school may release a student's education records to partners to an interagency agreement among the Department of Juvenile Justice, the school, law enforcement authorities and other signatory agencies as allowed by law.
- VIII. Student information that is confidential and exempt shall not be released except when authorized by §1002.221, F.S.
- IX. District, upon receiving a written request for another school, public or private, within or out of State, shall transfer within three (3) school days the records of the student.
 - A. The records to be transferred shall include:
 - 1. Category A and B (including disciplinary records with respect to suspension and expulsion) records as defined by Rule 6A-1.0955 F.A.C.
 - 2. Verified reports of serious or recurrent behavior patterns, including threat assessment evaluations and intervention services; and
 - 3. Psychological evaluations, including therapeutic treatment plans and therapy or progress notes created or maintained by School District or charter school staff, as appropriate.
- X. Reporting of student database information shall comply with these safeguards.
 - A. Data reported to the Florida Department of Education shall not disclose a student's name or identity unless required by Florida Statutes;
 - B. Data shall not be stored in a single file or released in such a manner that a complete student profile can be reported unless specified by Florida Statutes; and,
 - C. Data shall be protected from unauthorized use at all times.
- XI. Social security numbers may be collected from students

A. To be used as student identification numbers as required by 1008.386, F.S., until the Department of Education has issued a student identification number;

B. To facilitate the processing of student scholarships, college admission, and other applications; and

C. For other purposes when consent of the parent or adult student is granted.

STATUTORY AUTHORITY: 1001.41; 1001.42, F.S.

LAWS IMPLEMENTED: 119.07(1); 119.071; 1001.43; 1001.52; 1002.22;
1002.221, 1002.222, 1003.25; 1008.386, F.S.
20 USC§ 1232g (34 CFR PART 99) pl 103-382 (34 CFR PART 99)

STATE BOARD OF EDUCATION RULE(S): 6a-1.0955

<u>History:</u>	Adopted: Revision Date(s): 5/25, 2010, 3/22, 2011, 1/27/2015, 10/27/2020, 4/27/2021 Formerly: JO
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- I. When there is a student crisis situation, school or law enforcement personnel must make a reasonable attempt to contact, either in person or using telehealth, a mental health professional who may initiate an involuntary examination pursuant to section 394.463, unless the child poses an imminent danger to themselves or others.
- II. The principal or designee shall exercise reasonable diligence and care to make contact with the parent, as defined by law, before the student who is removed from school, school transportation, or a school-sponsored activity is to be taken to a receiving facility for an involuntary examination.
 - A. Methods of communication to contact the student's parent or other known emergency contact include but are not limited to, telephone calls, text messages, e-mails, and voicemail messages following the decision to initiate an involuntary examination of the student.
 - B. The method and number of attempts made to contact the student's parent or other known emergency contact and the outcome of each attempt must be documented.
 - C. If an emergency contact is notified, the principal/designee may only share the information necessary to alert such contact that the parent must be contacted.
- III. The principal or designee may delay the required notification to the parent for up to twenty-four (24) hours provided a report has been submitted to the central abuse hotline due to knowledge or suspicion of abuse, abandonment, or neglect and:
 - A. the delay is considered in the student's best interest or
 - B. it is reasonably believed to be necessary to avoid jeopardizing the health and safety of the student.
- IV. Before contacting a law enforcement officer, a principal or designee must verify that de-escalation strategies have been utilized and outreach to a mobile response team has been initiated unless the principal or designee reasonably

believes that any delay in removing the student will increase the likelihood of harm to the student or others.

- V. The Superintendent shall develop procedures for the notification of parents and for reporting, if appropriate, alleged child abuse, abandonment, or neglect to the central abuse hotline when a student is taken to a facility for an involuntary examination. The procedures shall be contained in the *Health Services Manual*. The Superintendent shall annually report to the Department of Education the number of involuntary examinations, as defined in section 394.455, F.S., initiated at a school, on school transportation, or at a school-sponsored activity.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 381.0056, 394.463, 1001.21, 1002.20, 1006.062, F.S.

HISTORY:

ADOPTED: 12/15/2015
REVISION DATE(S): 9/22/2020
FORMERLY: NEW

POLICY:

The Deferred Retirement Option Program (“DROP”) as defined in Chapter 121, Florida Statutes, is an alternative method of deferred payment of retirement benefits for up to 60 months after an eligible member of the Florida Retirement System reaches his/her normal retirement date but wishes to continue employment with a Florida Retirement System employer. In order to participate, the employee must submit a binding letter of resignation, establishing a deferred termination date. DROP will allow the participant to defer all retirement benefits payable during the DROP period. Upon termination of DROP, the participant will receive the DROP benefits and his/her regular retirement benefits under Chapter 121, Florida Statutes.

- I. Participation in DROP: All Members of the Florida Retirement System are eligible for DROP. Members electing to participate in DROP must meet the eligibility and timeline requirements outlined in Florida Statutes.

- II. Certain K-12 instructional personnel may be permitted to extend DROP participation for up to an additional 36 months upon authorization from the District and approval by the division.

- III Benefits Payable:
 - A. Sick Leave – Employees will be paid terminal pay for accumulated sick leave at retirement, or, if service is terminated by death, to his/her beneficiary. Upon election to participate in DROP, and based upon the employee’s established deferred termination date, previously accumulated sick leave as of the entry date of DROP shall be paid the employee according to the salary established at the time of entry into the DROP Program in the following prorated installments:
 1. Deferred Termination Date: Payment Schedule
 - (a) 0-12 months - 1 lump payment in the month following the last month worked

- (b) 13 through 24 months: Fifty percent (50%) at the end of the first twelve (12) months and final payment in the month following the last day worked.
 - (c) 25 through 36 months: Thirty-three and 1/3 percent (33 1/3) each twelve month period and final payment in the month following the last day worked.
 - (d) 37 through 48 months: Twenty-five percent (25%) at the end of each 12 month period and final payment in the month following the last day worked.
 - (e) 49 through 60 months: Twenty percent (20%) at the end of each 12 month period and final payment in the month following the last day worked.
- 2. Sick leave will be earned during DROP as prescribed by Florida Statutes.
 - 3. It is in the intent of this policy that an individual entering DROP will be allowed to use sick leave which was accrued prior to this retirement and entrance into DROP. The procedures for utilization of such leave shall be as follows:
 - a. Sick leave earned prior to DROP shall be calculated in accordance with School Board policy.
 - b. The value of each sick day will be computed according to the salary established at the time of entry into DROP. Should a DROP participant use a sick day(s) accrued prior to entrance into DROP, the monetary value of their remaining sick days shall be reduced by the value of the sick day(s) used.
 - c. Final adjustments in the total amount of compensation for accrued sick leave will be made prior to the final payment at the end of DROP.

B. Annual Leave –

Employees electing to participate in DROP shall be entitled to terminal pay for accrued annual leave as required by state law, Suwannee County School Board policy, and/or union contract. Upon election to participate in DROP and the employee's election to receive a lump sum payment of accrued annual leave, payment shall be made

prior to the effective beginning date of DROP into the tax deferral plan adopted by the school board, and shall then be paid to the employee in accordance with the terms of such plan.

1. Employees will be paid for all accumulated annual leave upon entry into the DROP program.
 2. Employees will earn annual leave during the DROP period as prescribed by Florida Statute, Suwannee County School Board policy and/or union contract.
 3. Annual leave accumulated during DROP participation will not be paid to the employee at separation except to the extent the employee has earned additional annual leave which combined with the original payment does not exceed the maximum lump-sum payment for 78 days.
 4. Annual leave earned prior to entering DROP which exceeds the maximum lump sum payment allowed by Board policy may be used during DROP; however, the employee shall not be entitled to compensation at the end of DROP for any unused portion of accumulated leave.
 5. Employees will earn annual leave during the DROP period as prescribed by Florida Statute, Board policy and/or union contract. Annual leave accumulated during DROP participation, will not be paid to the employee at the end of DROP participation, except to the extent the employee has earned additional annual leave which combined with the original payment does not exceed the maximum lump sum payment allowed by Board policy.
- C. Employees participating in DROP shall receive a \$1000 bonus if the Superintendent is notified in writing if such retirement is to be effective no later than June 30th of that school year and six (6) months notice of retirement is given, unless the DROP period expires and the employee is no longer eligible for employment under FRS DROP guidelines.

STATUTORY AUTHORITY:

1001.41; 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED:

121.091; 1001.43, F.S.

History:

Adopted: 2/16/99

Revision Date(s): 10/26/10

Formerly: New

The School District of Suwannee County shall adhere to all requirements related to employee misconduct that affects the health, safety or welfare of a student.

I. Mandatory Reporting of Misconduct

- A. It is the duty of all employees to report to the Superintendent alleged misconduct by any School Board employee that affects the health, safety or welfare of a student. Failure of an employee to report such misconduct shall result in disciplinary action.
- B. Educational support employees, instructional personnel and school administrators shall report alleged misconduct of other educational support, instructional personnel or school administrators who engage in or solicit sexual, romantic, or lewd conduct with a student.
- C. If the prohibited conduct occurs while the employed by the district, the School Board and Superintendent must report the employees or personnel and the disqualifying circumstances to the department of education for inclusion on the disqualification list maintained by the department pursuant to section 1001.10(4)(b), F.S.

II. Investigation

The Superintendent shall immediately investigate any allegation of misconduct by an employee that affects the health, safety or welfare of a student regardless of whether the person resigned or was terminated before the conclusion of the investigation. The Superintendent shall notify the department of the result of the investigation and whether the misconduct warranted termination, regardless of whether the person resigned or was terminated before the conclusion of the investigation.

- A. An employee who is alleged to have committed such misconduct shall be reassigned to a position not requiring direct contact with students pending the outcome of the investigation.
- B. Information related to the alleged misconduct shall be considered confidential during the investigation until the investigation is concluded with a finding to proceed or not to proceed with

disciplinary action or charges and the subject of the complaint has been notified of the finding.

- C. The Superintendent shall report alleged misconduct to the Department of Education as required by Florida Statutes. The Superintendent shall report alleged misconduct of educational support employees, instructional personnel or school administrator who engage in conduct that would be considered disqualifying pursuant to Section 1012.315, Florida Statutes or any allegation of sexual misconduct with a student. Failure to report such conduct to the department or law enforcement forfeits the Superintendent's salary for up to one year.

- D. The School District shall notify the parents of a student affected by an educator's violation of the district's Standards of Ethical Conduct. This notice must be provided to the parent within thirty (30) days of knowledge of the incident and inform the parent of:
 - 1. The nature of the misconduct,
 - 2. If the District reported the misconduct to the department in accordance with Section 1012.796, Florida Statutes,
 - 3. The sanctions imposed against the employee, if any, and
 - 4. The support the school district will make available to the student in response to the employee's misconduct.

III. Legally Sufficient Complaint

The Superintendent shall file any legally sufficient complaint with the Department of Education within thirty (30) days after the date the District became aware of the subject matter of the complaint. A complaint is considered to be legally sufficient if it contains ultimate facts that show that an instructional or administrative employee has committed a violation as provided in 1012.795, F.S., and defined by State Board of Education rule.

IV. Resignation or Retirement in Lieu of Termination

If the Superintendent determines that misconduct by an educational support employee, instructional staff member or an administrator who holds a certificate issued by the Florida Department of Education affects the health,

safety, or welfare of a student and the misconduct warrants termination, the staff member may resign or be terminated and the Superintendent shall report the misconduct to the Department of Education as required.

V. Employment Reference

The Board, Superintendent, or any other representative of the School District shall not enter into a confidentiality agreement regarding terminated or dismissed educational support employees, instructional personnel or school administrators, or educational support, instructional personnel or administrators who resign in lieu of termination, based in whole or in part on misconduct that affects the health, safety, or welfare of a student, and may not provide an employment reference or discuss the performance of an employee with a prospective employer in an educational setting without disclosing the person's misconduct that affected the health, safety or welfare of a student. Any part of an agreement or contract that has the purpose or effect of concealing misconduct by educational support, instructional personnel or school administrators which affects the health, safety, or welfare of a student is void, is contrary to public policy, and may not be enforced.

VI. Notification

The policies and procedures for reporting alleged misconduct by employees that affects the health, safety or welfare of a student shall be posted in a prominent place at each school and on each school's website. The notice shall include the name of the person to whom the report is made and the consequences for misconduct.

VII. Protection from Liability

- A. Any individual who reports in good faith any act of child abuse, abandonment or neglect to the Department of Children and Family Services or any law enforcement agency shall be immune from any civil or criminal liability that might result from such action.
- B. An employer who discloses information about a current or former employee to a prospective employer, at the employee's request or at the prospective employer's request, shall be immune from civil liability for such disclosure as provided by Florida Statute.

VIII. False or Incorrect Report

The Superintendent, a Board member or any District official shall not sign and/or transmit any report regarding employee misconduct to a state official that he/she knows to be false or incorrect. An individual who knowingly makes a false or incorrect report shall be subject to disciplinary action as prescribed by Florida Statute.

STATUTORY AUTHORITY: 1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED: 39.203, 112.313, 119.071, 768.095, 1001.42, 1006.061, 1012.01, 1012.22, 1012.27, 1012.795, 1012.796, F.S.

STATE BOARD OF EDUCATION RULE(S): 6A-10.081

HISTORY:	ADOPTED: 11/18/08 REVISION DATE(S): 1/28/2014, 6/28/2016, 9/25/2018 FORMERLY: NEW
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CHAPTER 6.00 – HUMAN RESOURCES

RELATIONSHIPS WITH STUDENTS

6.391

I. Definitions

- A. *Employee* means all administrative, instructional, educational support professionals and all other employees of the School Board of Suwannee County, Florida, regardless of their cost center assignment.
- B. *Student* means any person, enrolled as a student, regardless of age, in a public school operated and maintained by the School Board of Suwannee County.
- C. *Prohibited personal relationship* means relationships between an employee and a student including, but not necessarily limited to dating, any touching of an intimate or sexual nature, sexual contact or sexual relations, any touching otherwise prohibited by law or objected to by the student, giving a gift of personal clothing or a gift having a sexual overtone, making comments of a sexual nature or reflecting sexual innuendo to or about a student, or any other like activity.

II. Prohibited Conduct

- A. All employees are prohibited from engaging in prohibited personal relationships with students.
- B. All employees are prohibited from taking a student off the premises of any school or away from a school or School Board sponsored activity

CHAPTER 6.00 – HUMAN RESOURCES

without specific written permission from a student's parent, as defined by Florida Statutes, and the approval of the principal or assistant principal of the child's school or the principal or assistant principal in charge of the School Board sponsored activity.

An employee may transport a student in a situation necessary to protect a student's health, safety, or welfare. In such situations, the employee must report the emergency to the student's principal or designee without delay. If the employee is unable to have personal contact with the principal, the employee must leave a detailed message on the principal's voice-mail or communicate by e-mail.

- C. The School Board recognizes that there will be situations in which it is necessary for an authorized employee to transport a student off the premises of a school or from a school or School Board sponsored activity without parental permission, such as to a medical facility, to the student's home, or to a designated law enforcement agency in order to safeguard a student's health, safety, or welfare. Off-campus transport for the protection of a student's health, safety, or welfare by an authorized employee is not prohibited by this policy.

III. Duty to Report Known or Suspected Violations

- A. Any employee who has knowledge or reasonably suspects that another employee may have engaged in prohibited conduct as defined by this policy shall (must) immediately report this information to either (1) the employee's supervisor; (2) the student's principal; (3) the Director of Human Resources; or (4) the District Equity Officer. A complaint may be forwarded to the Title IX Coordinator if sexual harassment or sexual discrimination is suspected. If the Title IX Coordinator determines the allegation constitutes a potential Title IX violation, Policy 2.161 Title

CHAPTER 6.00 – HUMAN RESOURCES

IX Policy Prohibiting Sexual Harassment and Sexual Discrimination will apply.

- B. An employee having knowledge or reasonable suspicion that another employee may have engaged in prohibited conduct that may constitute child abuse must also immediately report the information to the Department of Children and Families Child Abuse Hotline. If an employee is in doubt as to whether the prohibited conduct constitutes child abuse, the employee must report his or her knowledge of suspicions to law enforcement.

Note: Duty to report known or reasonably suspected institutional child abuse is in addition to the duty to report misconduct as required by paragraph III.A.

IV. Consequences

- A. A violation of this policy, including the duty to report, shall subject the employee to discipline as provided by School Board policy, law, or any applicable collective bargaining agreement up to and including termination. A violation may also subject the employee to criminal prosecution.
- B. A violation may, as applicable, constitute a violation of the *Code of Ethics of the Education Profession in Florida*, 6B-1.001, F.A.C., and/or the *Principles of Professional Conduct for the Education Profession in Florida*, 6B-1.006, F.A.C., and will be reported to the Department of Education, Professional Practices Services.

CHAPTER 6.00 – HUMAN RESOURCES

STATUTORY AUTHORITY:

1001.41, 1001.43, F.S.

LAW(S) IMPLEMENTED:

1000.21, 1001.42, 1012.21, F.S.

STATE BOARD OF EDUCATION RULE(S):

6B-1.001, 6B-1.006

HISTORY:

ADOPTED:

REVISION DATE(S):

FORMERLY: NEW

POLICY:

The term "personnel file," as used in this Rule, shall mean all records, information, data, or materials maintained by the District in any form or retrieval system whatsoever, with respect to any employee, which is uniquely applicable to that employee.

- A. A personnel record shall be maintained by the Superintendent on each employee. The record shall include:
1. Application for employment
 2. References
 3. Annual evaluations
 4. Letters of commendation, reprimand, etc.
 5. Data substantiating placement on the salary schedule (education, official transcripts, experience, etc.)
 6. Teaching certificate, if applicable
 7. Any other pertinent data.
- B. Except for materials pertaining to work performance or other matters that may be cause for discipline, suspension or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee. No anonymous letter or anonymous materials shall be placed in the personnel file.
- C. Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment.
1. No such materials may be placed in a personnel file unless they have been reduced to writing within forty-five (45) days, exclusive of the summer vacation period, of the administration becoming aware of the facts reflected in the materials.

2. Additional information related to such written materials previously placed in the file may be appended to such materials to clarify or amplify as needed. A copy of such materials to be added to an employee's personnel file shall be provided to the employee either by certified mail or by personal delivery.
 3. The employee's signature on a copy of materials to be filed in the employee's personnel file signifies receipt and does not necessarily indicate agreement with its content. The employee will be afforded every right as outlined in Florida Statutes.
 4. In cases of separation due to termination or resignation in lieu of termination, the person competent to know the facts or make the judgment on the separation shall execute and maintain an affidavit of separation, on the form adopted by the Department of Education, setting forth in detail the facts and reasons for such separation. The affidavit must expressly disclose when separation is due to a report of sexual misconduct with a student. The affidavit of separation must be executed under oath and constitutes an official statement within the purview of section 837.06. The affidavit of separation must include conspicuous language that intentional false execution of the affidavit constitutes a misdemeanor of the second degree.
- D. Personnel files, regardless of their location in the school system, are open to inspection pursuant to chapter 119, Florida Statutes, except as follows:
1. Any complaint and any material relating to the investigation of a complaint against an employee shall be confidential until the conclusion of the preliminary investigation, or until such time as the preliminary investigation ceases to be active as defined in Florida Statutes.
 2. Employee evaluations prepared pursuant to Florida Statutes, or rules adopted by the State Board of Education, or a local School Board under the authority of said sections, shall be confidential until the end of the school year immediately following the school year during which each evaluation is made. No evaluations prepared prior to July 1, 1983, shall be made public.

3. No material derogatory to the employee shall be open to inspection until ten (10) days after the employee has been notified pursuant to this Rule.
 4. The payroll deduction records of the employee shall be confidential.
 5. Employee medical records, including medical claims, psychiatric and psychological records, shall be confidential; provided however, at any hearing relative to an employee's competency or performance, the hearing officer or panel shall have access to such records.
 6. Any information in a report of injury or illness filed pursuant to Florida Statute that would identify an ill or injured employee
 7. Agency personnel information that is excluded under the provisions of 119.071, F.S.
- E. Notwithstanding other provisions of this rule, all aspects of each employee's personnel file shall be open to inspection at all times by School Board members, the Superintendent and the principal or their respective designees, in the exercise of their respective duties.
- F. Notwithstanding other provisions of this rule, all aspects of each employee's personnel file shall be made available to law enforcement personnel in the conduct of a lawful criminal investigation.

STATUTORY AUTHORITY: 1001.43; 1012.22; 1012.23, F.S.

LAWS IMPLEMENTED: 112.08(7); 119.07, 119.071, 1001.43; 1008.24, 1012.31, F.S.
34 CFR 99 (FERPA), 49 CFR 164 (HIPAA)

<u>History:</u>	Adopted: Revision Date(s): 12/15/98, 10/26/10, 7/23/13, 1/27/2015 Formerly: GBL
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**ELECTRONIC RECORDS, ELECTRONIC SIGNATURES AND
ELECTRONIC FUNDS**

7.22+

- I. Electronic Records, Electronic Signatures and Electronic Funds
 - A. Unless a provision of law enacted after July 1, 2000, specifically prohibits the use of an electronic record for the specified purpose, the School Board hereby authorizes the acceptance and distribution of electronic records and electronic signatures to and from District staff and other persons, as well as between District staff members. Additionally, the Board further authorizes District staff to create, generate, communicate, store, process, use, and rely upon electronic records and electronic signatures.
 - B. The Superintendent shall consult with the State of Florida's Agency for State Technology (Agency) regarding the District's authorized acceptance and distribution of electronic records and electronic signatures.
 - C. The issuance or acceptance of an electronic signature by the Board may be permitted in accordance with the provisions of this policy and all applicable State and Federal laws. If permitted, the electronic signatures shall have the full force and effect of a manual signature provided the electronic signature satisfies all of the following requirements:
 - 1. The electronic signature is unique to the individual and identifies the individual signing the document by his/her name and title.
 - 2. The identity of the individual signing with an electronic signature is capable of being verified and authenticated.
 - 3. The integrity of the electronic signature can be assured.

4. The electronic signature and the document to which it is affixed cannot be altered once the electronic signature has been affixed.
5. The electronic signature complies with the School Board procedures for ensuring the security, integrity, and auditability of each signature.
6. The electronic signature conforms to all other provisions of this policy.

II. Electronic Fund Transfers

- A. The Board authorizes electronic fund transfers (EFTs) for any purpose including direct deposit, wire transfer, automatic clearinghouse (ACH), withdrawal, investment, or payment, provided such EFTs are consistent with the provision of Chapter 668, Florida Statutes. Upon the recommendation of the Superintendent, the Board shall approve:
 1. The financial institutions that are authorized to receive monetary transactions through electronic or other medium.
 2. Written agreements with financial institutions with whom EFTs will be made.
- B. Such agreements shall set forth internal controls required by State law and State Board Rule that will provide adequate integrity, security, confidentiality, and auditability of business transactions conducted by electronic commerce, including, but not limited to, the following:
 1. The official title of the bank account(s) subject to the agreement and each type of transaction approved, such as deposits, disbursements or transfers, shall be specified;

2. the manual signatures of the Board Chairman, Superintendent, and the employees authorized to initiate EFTs shall be contained therein;
3. a requirement that the District maintain documentation signed by the initiator and authorizer of the EFTs to confirm the authenticity of the EFTs;
4. a requirement that, when funds are properly delivered to the receiving institution, that institution agrees to become responsible for prompt and diligent processing of the funds;
5. a requirement that written or printed documentation from the financial institution acknowledging such transactions, including but not limited to deposit slips, debit and credit memos, trust receipts, transfer acknowledgements, or canceled warrants, shall be provided so that it may be kept in the official files of the School District, which shall be maintained in a manner which facilitates easy review and validation of transactions.

III. Internal Controls and Delegation of Authority

- A. The oversight of the EFTs resides with the Chief Financial Officer and the Director of Finance. A system of internal controls and operational procedures has been established to manage the funds transfer process and the reconciliation of bank accounts. Staff will utilize effective internal controls including the separation of duties when performing funds transfers and cash management functions. Independent auditors, as part of the District's financial audits, will review the system of internal controls and compliance with the operational procedures and with this policy.

IV. Scope

- A. Board funds shall be electronically transferred for the following purposes:
 - 1. receipt of revenue from local, State, and Federal sources;
 - 2. settlement on investment transactions (e.g. purchases, sales, or principal and interest distributions);
 - 3. transfers between Board accounts as needed for legitimate funds management activities;
 - 4. payment of obligations, based upon legal or contractual requirements incurred in the course of Board business, including e-payables; and
 - 5. payroll and other payroll related direct deposit payments.

V. Outgoing Electronic Funds Transfers

- A. Wire transfers are established by the accounting personnel, with the District's financial institution, using secure banking software which is password protected. These wire transfers, with the District's financial institutions, require the transfers to be initiated by one staff member and released by another staff member.
- B. Wire transfers from investment accounts can only be transferred to the District Control Bank Account. All transfers will be reviewed by the Director of Finance or designee when made. Wire transfers will be traced from the bank statement to the respective authorizations on a monthly basis as part of the bank reconciliation process.
- C. ACH transactions are allowed for the following transaction types:
 - 1. ACH debit transactions require funds to be paid from a Board bank account by the counterparty's financial institution and are prohibited unless the counterparty to the transaction is another

governmental entity or the transaction is required by a Board approved contract, including credit card processing fees.

2. ACH credit transactions require funds to be deposited directly to the Board bank account. ACH credit transactions are acceptable when required based on contractual obligations or when this method of depositing/receipting is advantageous to the Board as determined by the Executive Director of Finance and Budgeting or equivalent position.
3. Direct deposit payments of employees' wages or other direct payments will be initiated by payroll/accounting personnel in compliance with established accounting procedures and in accordance with F.A.C. 6A-1.0012(2).
4. Individuals performing ACH and wire transfers cannot both initiate and approve one of these transactions.
5. Other methods of electronic funds transfers as established by the District's financial institution may be permitted, as long as transfers follow similar procedures as outlined above.

STATUTORY AUTHORITY: 668.01 et seq., 668.50, 1010.11, 282.0041, F.S.

F.A.C. 6A-1.0012

History:

Adopted:
Revision Date(s):
Formerly: NEW

POLICY:

- I. The safety of pupils, employees and visitors shall be the responsibility of the authorized person in charge of each site owned or operated by the School Board. The supervisor of each site or facility shall cause to be established a safety committee which shall be responsible for the promotion of a safety education and accident prevention program for that site.
- II. Schools shall cooperate with the police, sheriff's department, fire department and other agencies promoting safety education.
- III. To assist in carrying out the responsibilities for safety, each principal shall appoint a member of the staff as school safety coordinator.
- IV. No person shall bring any firearm, weapon or destructive device into any school board owned facility unless such weapon is required as part of his/her regular job responsibilities and is permitted by law.
- V. School Environmental Safety Incident Reporting. The Principal shall develop and implement procedures for timely and accurate reporting of incidents related to school safety and discipline and shall provide training to appropriate personnel in accordance with law and State Board of education rules. The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data to report the 26 incidents of crime, violence and disruptive behaviors that occur on school grounds, on school transportation, and at off-campus, school sponsored events to the Department of Education.
 - A. The Superintendent will annually report to the Department of Education the number of involuntary examinations, as defined in section 394.455, F.S., that were initiated at a school, on school transportation, or at a school-sponsored activity.
 - B. The Superintendent must certify to the Department of Education that the requirements for timely and accurate reporting of SESIR incidents has been met.

- C. School principals must ensure that all persons at the school level responsible for documenting SESIR information participate in the on-line training offered by the Department and ensure that SESIR data is accurately and timely reported.
- VI. Nonmedical School District personnel shall not perform invasive medical services that require special medical knowledge, nursing judgment and nursing assessment including, but not limited to, sterile catheterization, nasogastric tube feedings, cleaning and maintaining a tracheotomy and deep suctioning of a tracheotomy. Nonmedical assistive personnel can perform health related services upon successful completion of child-specific training by a registered nurse, a licensed practical nurse, a physician or a physician assistant. These procedures, which include but are not limited to clean intermittent catheterization, gastrostomy tube feedings, monitoring blood glucose and administering emergency injectable medications, must be monitored by a nurse. A registered nurse, licensed practical nurse, physician or physician assistant shall determine if nonmedical School District personnel shall be allowed to perform any other invasive medical services not listed above.
- VII. A child under the age of sixteen (16) shall wear appropriate headgear as required by law for any equine activity on a public-school site. Students shall wear appropriate headgear when participating in an off campus, school sponsored equine activity as required by law.
- VIII. The Superintendent shall develop and present to the Board for approval appropriate emergency management and emergency preparedness plans.
- IX. The District shall annually conduct a self-assessment of safety and security practices. Based upon this self-assessment and other concerns, if applicable, the Superintendent shall present appropriate recommendations to the School Board for increasing safety and security and the School Board shall take such actions as it deems necessary and appropriate to address safety and security in the District or at individual sites.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAWS IMPLEMENTED: 316.614; 773.06, 1001.43, 1006.062(3); 1006.07, F.S.

History:

Adopted:

Revision Date(s): 11/21/2000, 2/23/2010, 8/25/2020

Formerly: EB; Option 1

POLICY:

Each public school in Florida is required to perform emergency evacuation drills in each school as required by NFPA Life Safety Code 101 31-3.1.2.

- A. The principal shall hold at least one (1) drill within the first thirty (30) days of school and a minimum of one (1) drill monthly during the remainder of the school year.
 - 1. Accommodations for drills conducted at exceptional student education locations may be provided.
- B. At the end of each school semester, the principal shall notify the Superintendent or designee, in writing, of the dates drills were performed.
- C. The principal and instructional and non-instructional school staff shall formulate a base emergency evacuation exit and cover plan which is designed to familiarize the occupants with all means of exit and appropriate cover areas for emergencies. Special emergency exits that are not generally used during the normal occupancy of the building shall be carefully detailed and outlined. Diagrams shall be posted in each student occupied area clearly indicating emergency exits and alternate evacuation routes.
- D. The principal shall plan and assign to staff members the responsibility of prompt and orderly evacuation of the school buildings.
- E. The principal shall identify and report to the Superintendent or designee hazardous areas requiring corrective measures. Such written reports shall be sent to the Superintendent's office.

STATUTORY AUTHORITY:

1001.41; 1001.42, F.S.

LAWS IMPLEMENTED:

1001.43; 1006.07, F.S.

History:	Adopted:
	Revision Date(s): 11/21/2000
	Formerly: EBC

Florida Gateway College Dual Enrollment Articulation Agreement

This Agreement is entered into as of September 28, 2021 (the "Effective Date") between the School Board of Suwannee County ("School Board" or the "District") and the Florida Gateway College Board of Trustees, a public body corporate of the state of Florida for the benefit of the FGC.

I. INTRODUCTION

This Agreement is intended to implement Florida Statutes, Chapter 1007.271 and State Board of Education Rule 6A-10.024. Florida Gateway College (FGC) and the School Board enter into this agreement to establish a collaborative relationship to offer online Career and Workforce Development Dual Enrollment courses that provide high school students a competitive advantage as they prepare to graduate and enter the workforce. This online Career and Workforce Development Dual Enrollment program presents high school students with opportunities that may lead to certification or licensure in a specific industry.

It is also the specific purpose of this Agreement to allow for eligible high school students to enroll in specific workforce-level courses and to receive credit for such courses from School Board and FGC. Understanding that students at charter schools are public school students, except where noted, the policies, procedures, terms, and conditions which govern the participation and enrollment payment arrangements, as stated in this Agreement, shall also apply to all charter school students and charter schools operating within the jurisdiction of School Board.

The following terms and conditions shall govern eligibility and enrollment of students and the administration of the high school and courses offered via this Career and Workforce Development Dual Enrollment program.

II. DEFINITIONS

- A. "Confidential Information" means written information which is disclosed by one Party to the other and marked as "confidential" at the time of disclosure or oral or visual information that a Party indicates is proprietary or confidential and, within thirty (30) days of disclosure, delivers written notice containing a description indicating the confidential nature of the information.
- B. "Effective Date" means the date in the opening paragraph of this Agreement.
- C. "Faculty" means individuals who are assigned by the FGC to prepare content and provide instruction for Career and Workforce Development Dual Enrollment offerings.
- D. "Intellectual Property Rights" means trademark, copyright, patent rights, knowhow, and trade secrets.
- E. "Party" or "Parties" means either FGC or the School Board, or collectively FGC and the School Board.
- F. "Registration Fees" means revenue earned by FGC related to the enrollment of each student in Career and Workforce Development Dual Enrollment offerings minus applicable discounts, refunds, credits, rebates, credit card expenses, bank fees, and bad debt expenses.
- G. "Term" means the time period defined in III of this Agreement.
- H. "University Material" means all content, data, materials, and Intellectual Property Rights in content, data, and materials that are provided by FGC or its partners for Career and Workforce Development Dual Enrollment offerings.

- I. "Workforce Development" means Career and Technical courses offered by FGC and its affiliates.

III. CONTRACT TERM

The term of this Agreement shall be effective as of (insert date), is subject to annual review, and shall continue until (insert date), unless terminated by either party or extended by amendment to this Agreement, in accordance with this Agreement ("Term"). Such termination shall be upon thirty (30) days advance written notice. Such termination shall not affect the rights and duties of the Parties under this Agreement with respect to the Career and Workforce Development Dual Enrollment students enrolled in the then current FGC academic semester.

IV. PROGRAM REQUIREMENTS

- A. **Purpose.** To allow students an opportunity to participate in post-secondary education while still enrolled in high school through FGC's online Career and Workforce Development Dual Enrollment program that counts towards high school credit and a recognized industry certification or license.
- B. **Length.** Per. s. 1007.271, participation in Career and Workforce Dual Enrollment may begin in 11th grade and ends upon graduation from high school. A student is no longer eligible for dual enrollment once they have graduated from high school.
- C. **Enrollment.** Enrollment in FGC Career and Workforce Development Dual Enrollment courses may be in addition to the normal school load or a part of the student's regular load. The list of the Florida Gateway College's eligible Career and Workforce Development Dual Enrollment courses is available in Exhibit A.
- D. **Initial Eligibility Criteria.** The Florida Gateway College agrees to permit students enrolled in an articulated School District, who have been certified by their school official as qualified, to enroll in the approved online high school credit and Florida Gateway College Career and Workforce Development Dual Enrollment courses. The County Public Schools Liaison will be notified in writing if a change is made. Exceptions to these requirements may be granted on an individual basis if agreed upon in writing and signed by both Parties. Students participating in Career and Workforce Development Dual Enrollment options must meet the following initial student eligibility requirements:
1. Enrolled in a course of study which will fulfill requirements for high school graduation
 2. 2.0 cumulative unweighted high school GPA.
 3. Meet any additional criteria set by the post-secondary institution.
- E. **Continuing Eligibility Criteria.** Students who will graduate from high school prior to completion of the postsecondary course may not register for the course through Career and Workforce Development Dual Enrollment. Exceptions to these requirements may be granted on an individual basis if agreed upon in writing and signed by both Parties. Career and Workforce Development Dual Enrollment students are responsible for following the

Florida Gateway College's student code of conduct that outlines acceptable and unacceptable academic or behavioral misconduct. For FGC students, such behavior includes cheating and plagiarism, etc. The student code of conduct delineates appropriate disciplinary procedures and sanctions in the case of unacceptable behavior. Students may lose the opportunity to participate in the Career and Workforce Development Dual Enrollment program if they are disruptive to the learning process; violate the Florida Gateway College's code of conduct or regulations and/or School Board Rules; or violate federal, state, or local laws. In addition to the requirements above, to continue in the Career and Workforce Development Dual Enrollment program, students must maintain a 2.0 cumulative unweighted high school GPA.

F. **Registration.** Students must register and adhere to the guidelines and registration deadlines posted on the Florida Gateway College's Career and Workforce Development Dual Enrollment website.

G. **Withdrawal Procedures.**

1. FGC Career and Workforce Development Dual Enrollment students are responsible for officially withdrawing from classes they are no longer attending in accordance with published Florida Gateway College requirements and deadlines, e.g. drop/add periods.
2. Students who do not officially withdraw from a class may receive a failing grade.
3. Career and Workforce Development Dual Enrollment students are responsible for notifying the high school guidance counselor, in writing, prior to withdrawal from any Career and Workforce Development Dual Enrollment course.
4. Pre-registration advising, including but not limited to posted withdrawal procedures, is the responsibility of the high schools in the District.

V. **RESPONSIBILITIES OF THE UNIVERSITY**

- A. Ensure information pertaining to Career and Workforce Development Dual Enrollment is made available to students on the FGC's website.
- B. Will design and develop content for Career and Workforce Development Dual Enrollment offerings.
- C. Responsible for review, selection, appointment, administration, evaluation, and coordination of offering directors, faculty, and staff.
- D. Responsible for the following student matters: registration, collection of fees, distribution of books, and reporting.
- E. Shall provide and maintain the Learning Management System (LMS), as applicable, for presentation of Career and Workforce Development Dual Enrollment offerings to students.
- F. Publish deadlines and procedures on the Career and Workforce Development Dual Enrollment website.

- G. Notify the student of their grades. In addition, a document will be sent electronically to the High School indicating work completed.
- H. Have a process in place for virtual instructors to comply with student IEPs and 504s as well as serve the needs of English Language Learners.
- I. Assign a letter grade to each student enrolled in a Career and Workforce Development Dual Enrollment course. The letter grade assigned by the postsecondary institution shall then be posted to the high school transcript by School Board pursuant to s. 1007.271(20), F.S.
- J. Be responsible for making an annual report to the Commissioner of Education on the operation of the Career and Workforce Development Dual Enrollment program. County Public Schools will provide FGC any information requested to complete such reports.
- K. Be responsible for monitoring the quality of curriculum to ensure that instruction is consistent with the Florida Gateway College's policies and procedures.

VI. ROLE OF SCHOOL BOARD

- A. Each School Board high school will advertise Career and Workforce Development Dual Enrollment using the same procedures and methods used for any other academic choice program offered by the School Board. This may include the high school Instructional Television (ITV) system, postings on the school-wide video system and each high school's web page. High school personnel direct students to meet with their school counselor if they are interested in learning more about participation in Career and Workforce Development Dual Enrollment. High school counselors will review criteria for participation in the Career and Workforce Development Dual Enrollment program with the student. This will occur during the registration period each semester. School counselors will advise students and make sure that the selected courses will meet high school graduation requirements.
- B. Verify the enrolled students are residents of the school district and eligible for enrollment in accordance with Section 1002.45 Florida Statutes.
- C. Verify the high school student and his/her parent(s) or guardian(s) have been counseled on the advisability of taking one or more Career and Workforce Development courses while in high school and on the specific requirements of the Career and Workforce Development Dual Enrollment program.
- D. Provide any required services to support a student's IEP consistent with the legal requirements for serving students with special needs in a virtual school.
- E. Provide access to computers and equipment, with Internet access as necessary.
- F. Designate a District Liaison to act for School Board in all matters pertaining to this Agreement and to accept and approve all deliverables and invoices.
- G. Pay FGC course registration fees within 30 days of receipt of an invoice. Registration fees are listed per course in Exhibit A. FGC will submit an Invoice to School Board at the conclusion of the enrollment period specified on the Career and Workforce Development Dual Enrollment website.
- H. Provide Career and Workforce Development Dual Enrollment students, free of charge, required course textbooks and other instructional materials in accordance with Florida Statutes §1007.271(17). Instructional materials purchased by School Board on behalf of Career and Workforce Development Dual Enrollment students shall be the property of School Board against which the purchase is charged.

- I. Award high school credit for the course(s) upon its (their) successful completion by the Career and Workforce Development Dual Enrollment student and assign grade points, equivalent to those for AP/IB/AICE courses. Courses not taken for a grade are ineligible for Career and Workforce Development Dual Enrollment. The Career and Workforce Development Dual Enrollment Course—High School Subject Area Equivalency List published by the Florida Department of Education mandates the minimum subject area credit awarded for specific courses taken through Career and Workforce Development Dual Enrollment.
- J. Perform the initial screening and monitor student performance while participating in the Career and Workforce Development Dual Enrollment program. School Board counselors will communicate, as needed, with FGC Career and Workforce Development Dual Enrollment staff in connection with student monitoring (and, if necessary, providing support for) while participating in the Career and Workforce Development Dual Enrollment program.

VII. JOINT RESPONSIBILITIES

- A. FGC and School Board warrant and agree that all Career and Workforce Development Dual Enrollment courses shall meet the provisions of the current State of Florida laws and regulations.
- B. FGC and School Board will inform students and parents that if students choose to enroll in courses that require certifying or licensure exams, the students will be required to pay for any/all exams.

VIII. PUBLICITY

School Board may not use the Florida Gateway College's name, logos, trademarks or images or the name or image of any employee or official of the university in any fundraising, publicity, advertising or media release without the prior written consent of the university on each occasion, which may be given only by the Vice President for University Relations or their designee. Florida Gateway College may not use School Board's name, logos, trademarks or images or the name or image of any employee or official of School Board in any fundraising, publicity, advertising or media release without the prior written consent of School Board on each occasion.

IX. GENERAL PROVISIONS

- A. **Liability.** To the extent permitted by Florida law, each Party agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the course and scope of their employment under this Agreement. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding.
- B. **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding.
- C. **No Third-Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by

this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

- D. **Equal Opportunity Provision.** The Parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the Parties' respective duties, responsibilities and obligations under this Agreement.
- E. **Remedies.** All rights and remedies provided in this Agreement are not intended to be exclusive of any other rights or remedies, and all rights and remedies shall be cumulative and shall be in addition to any other rights or remedies now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof.
- F. **Annual Appropriation.** The performance and obligations of both, the School Board and University, under this Agreement, shall be contingent upon an annual budgetary appropriation by its governing body and/or the legislature. If either Party does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by such Party at the end of the period for which funds have been allocated upon written notice to the other Party at the earliest possible time before such termination. No penalty shall accrue to such terminating Party in the event this provision is exercised, and such terminating Party shall not be obligated or liable for any future payments due or any damages as a result of termination.
- G. **Excess Funds.** Any Party receiving funds paid under this Agreement agrees to promptly notify the other Party of any funds erroneously received. Upon discovery of an erroneous payment or overpayment, the Party receiving such payment commits to refund such the excess funds payment or overpayment.
- H. **Public Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public records request served upon it pursuant to Chapter 119, Florida Statutes. Each Party acknowledges that this Agreement and all attachments thereto are public records.
- I. **Student Records:** Notwithstanding any provision to the contrary within this Agreement, both Parties to this Agreement shall fully comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99), and any other state or federal law or regulation regarding the confidentiality of student records.

The Parties agree to:

- a. Hold the student records and information in strict confidence and not use or disclose except as required by this Agreement or permitted by law. All student records will be disclosed only to those who have a need to access the information in order to perform their assigned duties.
- b. Safeguard the student records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect these student records in accordance with FERPA's privacy requirements.
- c. Continually monitor its operations and take all actions necessary to assure that the student information and records are safeguarded in accordance with the

terms of this Agreement.

- J. **Background Screening.** Career and Workforce Development Dual Enrollment students attending courses at FGC are deemed to be post-secondary students. FGC instructional personnel are not required to submit to the same level background screening as secondary school instructional personnel. Accordingly, applicable FGC instructional personnel will not require access to School Board Public Schools grounds nor require direct contact with secondary school students beyond the scope of its post-secondary curriculum delivered through its online process.
- K. **Incorporation by Reference.** All Exhibits/Appendices attached hereto and referenced herein, including Exhibits A, shall be deemed to be incorporated into this Agreement by reference.
- L. **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- M. **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to, herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- N. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.
- O. **Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the Party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.
- P. **Notice.** The Parties shall give any notice under this Agreement in writing and delivered by nationally recognized overnight delivery service (e.g., Federal Express) or by registered or certified mail, postage prepaid, and addressed to as follows:

<p>If to School Board: Suwannee County School District 1740 Ohio Avenue, South Live Oak, FL 32064 Attention: Ted L. Roush, Superintendent</p>	
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Either Party may notify the other in writing of any change in address. Any notice is duly given one (1) day after deposit with nationally recognized overnight delivery service or five (5) days after it is mailed by registered or certified mail, postage prepaid.

- Q. **Further Actions.** The Parties agree to execute any documents or perform any acts as may be reasonably necessary in order to give effect to the intentions expressed in this Agreement.
- R. **Interpretation; Severability.** The Parties may use the captions in this Agreement only for convenience and not for interpreting this Agreement. If any portion of this Agreement is held illegal, invalid or inoperative by a court of competent jurisdiction, then so far as is reasonable and possible (1) the remainder of this Agreement is valid and operative; and (2) to the extent legally possible, the Parties shall give effect to the intent manifested by the portion that is held invalid or inoperative.
- S. **Counterpart Execution.** This Agreement may be executed in any number of counterparts with the same effect as if both Parties have signed the same document. All counterparts constitute one Agreement.
- T. **Assignment.** Neither party may assign this Agreement (including through an acquisition or a change of control) without the prior written consent from the other party, which consent the parties may not unreasonably condition, withhold, or delay.
- U. **Entire Contract.** This Agreement constitutes the complete understanding of the Parties and supersedes any prior contracts, arrangements, communications, whether oral or written, with respect to the subject matter of this Agreement.
- V. **Modifications and Waiver.** The Parties may only modify this Agreement by a writing signed by both Parties. The waiver by either Party of any default under this Agreement is not a waiver of any other or subsequent default and is not effective unless it is set forth in a document signed by the Party against which the waiver is asserted.
- W. **Force Majeure.** Neither party is responsible for delays resulting from causes beyond its reasonable control, including without limitation fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove those causes of nonperformance and continues performance under this Agreement with reasonable dispatch whenever the causes are removed.
- X. **Governing Law.** This Agreement is governed and construed in accordance with the laws of the State of Florida and the rules and regulations of the Florida Board of Governors and the University. The University and the School Board have all remedies afforded each by Florida law. The venue in any action or litigation commenced to enforce this Agreement is Gainesville, Florida.

The Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

School Board

Name: Suwannee County School Board
 Signature: _____
 Print name: Ted L. Roush
 Date: _____
 Title: Superintendent of Schools

Chairperson, Suwannee County School Board

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

FLORIDA GATEWAY COLLEGE BOARD OF TRUSTEES

Approved:

Signature: _____
Print name: _____
Title: _____
Date: _____

Acknowledged:

Signature: _____
Print name: _____
Title: _____
Date: _____

Reviewed:

Signature: _____
Print name: _____
Title: _____
Date: _____

Signature: _____
Print name: _____
Title: _____
Date: _____

Submitted:

Signature: _____
Print name: _____
Title: _____
Date: _____

Exhibit A

Florida Gateway College, in partnership with the University of Florida Office of Professional and Workforce Development, will offer and teach these Florida Department of Environmental Protection approved courses to Florida high school students.

These courses provide students the opportunity to earn a certification or license in the Water and/or Wastewater Industry, receive high school credit, and through this partnership, college credit toward a Certificate program, an Associate's Degree, or Bachelor's Degree in Water and/or Wastewater Management at Florida Gateway College.

The following courses will be offered as part of this partnership:

Agriculture, Food & Natural Resources

Course Number	Course Title	H.S. Credit	Cost
Career Certificate Courses			
EVS 2931	Water Treatment Plant Operator, Level "C" OCP A (150 hours)	1	\$287.92
EVS 2930	Wastewater Treatment Plant Operator, Level "C" OCP A (155 hours)	1	\$287.92

Books are available through the UF Office of Professional and Workforce Development. A link to purchase the books will be available on the Dual Enrollment website.

Book Name	Cost
Water Treatment Plant Operations, Vol I, 7 th Ed., 2017	\$120.00
Water Treatment Plant Operations, Vol II, 7 th Ed., 2020	\$120.00
"Wastewater Treatment Plant Operations, Class C Online Training Course" 2020	\$75.00

**THE UNIVERSITY OF FLORIDA
AGREEMENT
FOR
STUDENT TEACHER INTERNSHIP**

THIS AGREEMENT FOR STUDENT TEACHER INTERNSHIP (“Agreement”), dated as of September 28, 2021 (“Effective Date”), is entered into by and between Suwannee County School Board, the internship site (the “Site”), and the University of Florida Board of Trustees, a public body corporate of the State of Florida, for the benefit of its College of Education-COE (the “University”), also referenced individually as the “Party” or collectively as the “Parties.”

PURPOSE

- A. The University has a responsibility to its students in the College of Education who require clinical field experience in various disciplines to complete their professional preparation and development.
- B. The Site, in support and enhancement of the educational programs of the University, is willing and qualified to provide a practical setting at its facilities for University students to participate in activities designed to enhance their educational experience, commonly referenced as a clinical field placement (the “Internship”).
- C. The educational programs of the University will be enhanced through its relationship with the Site and its cooperative efforts.
- D. The Site will benefit through the skills and efforts of University student(s) during the internship period.

THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Term of Agreement. The term of this Agreement shall commence upon the Effective Date and continue until terminated by either Party pursuant to provision 14 of this Agreement (“Term”).
2. Student Participation and Assignment. The University shall determine, in its sole discretion, which of its enrolled students are eligible to participate in the Internship. The University shall assign an eligible student(s) for an Internship at the Site. The student is required to provide forty (40) hours of Internship participation at the Site each week during the Internship period. The student assignment schedule shall be set by the Site, in consultation with the student and may be modified by mutual agreement of the Site, the student and the University without formal amendment to this Agreement.
3. Right to Refuse. The Site shall have the right to refuse to accept any student(s) assigned to

the Site by notifying the University, in writing, within thirty (30) days of said assignment.

4. Educational Plan. The Site shall allow the student to participate in various activities during the Internship, including but not limited to those activities that will further the educational goals of the student. The objective of the Internship is for the student to have practical exposure to the course work completed at the University.
5. Educational Program. The University shall plan and administer the educational program for its students and be responsible for the enrollment of its students in University courses, including the Internship.
6. University Student Records. The University shall maintain all student educational records relating to the University's educational programs during the Internship.
7. Student Supervision and Evaluation. The Site shall ensure that its qualified employees supervise the students in the performance of their duties during the Internship and shall evaluate the student(s) performance monthly, using a standard evaluation form provided by the University. The University shall provide a person to serve as its Internship Coordinator to oversee its education program and coordinate program activities with the Site.
8. Video Streaming or Recording for University Student Evaluations. The University may video stream or record student interns teaching a class for evaluation purposes only. If the stream or recording will contain footage of Site students, the University will provide a parental consent form to the Site for distribution to Site students' parents or guardians. Site students without signed parental consent forms will not be included in the stream or recording. Because the University is creating this video stream or recording, said video stream or recording is not a Site student record. However, if the Department of Education deems such video stream or recording a confidential student record, the University will maintain said student record in compliance with the Family Educational Rights and Privacy Act ("FERPA") and all other state and federal laws relating to the confidentiality of k-12 student records. For the above-mentioned limited purpose, the Site deems the University a school official with a legitimate educational interest in accessing said student record information. Other than video streaming or recording for UF Student Intern evaluation purposes, no information from Site student records shall be disclosed to the University.
9. Student Use of Site Facility. The Site shall permit the students to use its facilities and amenities, including but not limited to office/work space, cafeteria, restrooms and parking on the same basis utilized by its employees.
10. Site Background Checks. The University does not perform background checks on students. If required by the Site, the Site shall provide the University with a security background information form to be completed by the student(s) and provide a process for fingerprinting and criminal records background check to be performed by the Site or another entity at its discretion and expense. The Site, in its sole discretion, shall determine whether a University student has satisfactorily cleared the security screening.

11. Notification of Site Requirements. The Site shall notify the University, in writing, of any Site specific Internship requirements and/or rules prior to student placement. Upon notification by the Site, the University shall notify the student(s) of any Site specific Internship requirement(s) as a condition of their participation, including but not limited to background checks, participation agreements required vaccinations. The University shall notify the student(s) of any Site specific rules or policies provided by the Site to the University, and the student's obligation to follow said rules and policies in order to successfully complete the Internship.
12. Student Conduct. University students are not employees or agents of the University. Accordingly, the University is not responsible for the conduct of its students during the Internship.
 - a. During the Internship, students are required to follow the University's Student Code of Conduct, a University regulation relating to student conduct and academic honesty. If a student's conduct rises to the level of violation of the University's Student Code of Conduct, the Site agrees to promptly notify the University in writing.
 - b. The University shall honor any request by the Site to remove a student from the Internship whose conduct or performance is not, in the Site's opinion, professionally acceptable.
13. Safety and Security Information. The Site will provide the student with information regarding any known risk or safety issue surrounding the student's Internship environment, extending to parking areas, transportation and path of travel. In addition, the Site will provide the student with applicable safety protocols and training necessary for their safe and successful participation in the Internship.
14. Termination. This Agreement may be terminated by either Party with or without cause upon thirty (30) calendar day's written notice to the other party of its desire to terminate this Agreement.
15. Liability. Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of their respective officers, employees, servants, and agents thereof while acting within the scope of their employment. The University and the Site further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of either Party or its officers, employees, servants, agents and agencies to be sued; and (3) a waiver of sovereign immunity by either Party beyond the limited waiver provided in section 768.28, Florida Statutes.
16. Insurance.
 - a. University. The University, as a public body corporate, participates in the State of Florida's Risk Management Trust Fund for purposes of general liability,

workers' compensation, and employer's liability insurance coverage, with said coverage being applicable to University's officers, employees, servants, and agents while acting within the scope of their employment or agency. **Students are not officers, employees, servants or agents of the University and are not covered under the University's insurance.**

b. Site. The Site represents it has obtained and shall keep in force during the Term of this Agreement, at the Site's expense, commercial general liability insurance insuring against bodily injury and property damage liability, with a combined single limit of not less than \$1,000,000.00 per injury or occurrence with respect to any insured liability.

17. Professional Liability Insurance. The District shall include student interns under its liability program to the same extent accorded to certified teachers employed by the District and shall notify the student electronically or in writing of the availability of said educator liability insurance under section 1012.75, Florida Statutes. In accordance with section 1012.39(3), Florida Statutes, the University and the District may not require a student enrolled in a state-approved teacher preparation program to purchase liability insurance as a condition of participation in any clinical field experience or related activity on the premises of an elementary or secondary school.
18. Non-Discrimination Policy. The Parties agree that in fulfilling their obligations under this Agreement, no person shall be subjected to discrimination based on age, race, color, disability, gender identity, gender expression, marital status, national origin, creed, religion, sex, sexual orientation, political opinions or affiliations, genetic information or veteran status.
19. Compliance with Law. The Parties agree to comply with all applicable state and federal laws and regulations, including but not limited to antidiscrimination laws such as the Americans with Disabilities Act and its amendments. The Site further agrees that it shall be solely responsible for ensuring the Internship, including facilities and equipment, are accessible to student with disabilities.
20. Public Records. This Agreement is and any other documents made or received by the University in connection with this Agreement are public records, which must be made available to the public upon request in accordance with Chapter 119, Florida Statutes, unless otherwise deemed confidential and/or exempt from disclosure.
21. Representatives. The following Party Representatives are the primary point of contact for the Internship and are designated as follows:
 - a. University: Rebecca Kidwell, Field Experience Coordinator, College of Education, 1002 Norman Hall, PO Box 117042, Gainesville, FL 32611-7042, rkidwell@coe.ufl.edu, (352) 273-4376
 - b. Site: Ted L. Roush, Superintendent of Schools, Suwannee County School

Board, 1740 Ohio Avenue, South, Live Oak, FL 32064,
superintendent@suwannee.k12.fl.us, (386) 647-4600.

In the event that different representatives are designated by either Party after execution of this Agreement, the name and contact information of the new representatives shall be furnished in writing to the other Party.

22. Notices. All notices required or permitted pursuant to this Agreement shall be in writing and sent via email to the Party Representatives listed in provision 21.
23. Governing Law and Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any litigation between Parties shall be commenced and maintained exclusively in the United States District Court for the Northern District of Florida or the state courts in and for Alachua County, Florida.
24. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
25. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
26. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.
27. Severability. This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue in full effect.
28. Waiver. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
29. Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, executors, administrators, successors, and assigns; however, no Party may assign any of its rights or responsibilities under this Agreement without the prior written consent of the other Party.

30. Independent Contractor. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or agency relationship between the parties. Neither shall be bound by the acts or conduct of the other.

31. Counterparts. This Agreement may be executed in counterparts. The signature page of this Agreement may be delivered by facsimile or other electronic transmission and the signatures thereon shall be deemed effective upon receipt by the intended receiving Party.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officers to execute and deliver this Agreement as of the date first above written.

FOR SUWANNEE COUNTY SCHOOL BOARD:

FOR THE UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES:

By: _____

By: _____

Name: Ted L. Roush

Name: _____

Title: Superintendent of Schools

Title: _____

Date: _____

Date: _____

By: _____

Recommended By: _____

Name: Tim Alcorn

Name: _____

Title: School Board Chairman

Title: _____

Date: _____

Date: _____

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

Suwannee County School District
2021–2022 Uniform Statewide Assessment Calendar

According to Section (s.) 1008.22(7)(c), Florida Statutes (F.S.), and State Board of Education Rule 6A-1.094224, Florida Administrative Code (F.A.C), each school district must complete this uniform calendar with district-required assessment information, publish the calendar to the district website, and provide it to the Department by October 1 of each school year, beginning in 2016–17. Districts must provide completed calendars to schools and include the calendar in their parent guides. In addition, each school must publish the completed calendar on its website.

The statewide assessment information in sections 3 and 4 should not be altered; however, districts may otherwise modify and populate this template to accurately indicate their assessment schedules for the school year.

1. Glossary of Assessment Terms

The following glossary includes definitions of assessment terms and explanations of acronyms used throughout this template. Districts may add rows as needed for additional glossary terms that are specific to district-required assessments. Do not modify any other information in this section.

Acronym/Term	Definition
ACCESS for ELLs	Assessing Comprehension and Communication in English State-to-State (ACCESS) for English Language Learners (ELLs)
Accommodation	Per Rule 6A-1.0943, F.A.C., "Accommodations are defined as adjustments to the presentation of the statewide standardized assessment questions, methods of recording examinee responses to the questions, scheduling for the administration of a statewide standardized assessment to include amount of time for administration, settings for administration of a statewide standardized assessment, and the use of assistive technology or devices to facilitate the student's participation in a statewide standardized assessment."
CBT	Computer-Based Test
Diagnostic	Assessments that measure students' understanding of a subject area or skills base, which allow teachers and educators to evaluate student learning, focusing on strengths and areas of need
District Window	The selected dates within the statewide window during which a district will administer a given assessment
District-Required Assessments	Assessments required by the school district for students in a specific grade or course
ELA	English Language Arts
EOC	End-of-Course
Evaluative	Assessments that measure student proficiency at selected intervals in order to compare change over time and to compare state-level results
FAIR	Florida Assessments for Instruction in Reading
FLKRS	Florida Kindergarten Readiness Screener
Formative	Formative assessments are the formal and informal ways that teachers and students gather and respond to evidence of student learning. Formative assessments are part of teaching in the classroom. Formative assessments will not result in a score that will appear on a student's report card, but they serve the greater purpose of informing both students and teachers on what changes need to happen in classroom instruction to better serve the needs of individual students.
FSA	Florida Standards Assessments
FSAA	Florida Standards Alternate Assessment
Interim	Interim assessments are administered on a smaller scale (i.e., school or district) with results that can be used at the classroom level or aggregated at the school- or district-level. Depending on the design, interim assessments can be used to predict a student's ability to succeed on a summative assessment, to evaluate a program, or to diagnose student learning gaps.

Suwannee County School District
2021–2022 Uniform Statewide Assessment Calendar

Acronym/Term	Definition
NAEP	National Assessment of Educational Progress
NGSSS	Next Generation Sunshine State Standards
PBT	Paper-Based Test
Progress Monitoring	Process used to determine whether a student's academic performance is improving, at what rate it is improving, and how effective instruction has been
PSAT/NMSQT	Preliminary SAT/National Merit Scholarship Qualifying Test
Summative	Assessments that evaluate student mastery of Florida's academic standards at or near the conclusion of the course of instruction
Statewide, Standardized Assessments	All assessments required by s. 1008.22, F.S.
Statewide Window	The range of dates during which districts and/or schools may choose to administer a given assessment
Testing Time	The amount of time individual students are each given to respond to test items on each test
VAM	A Value-Added Model (VAM) is used by some school districts as part of their educator evaluation system. It is also used in the approval process for teacher preparation programs, as part of the criteria for teachers to qualify for a financial award under the Florida Best and Brightest Teacher Scholarship program and as part of the criteria to extend an educator's temporary teaching certificate.
VPK	Florida's Voluntary Prekindergarten Education Program

2. Test, Type, and Purpose/Use

Add rows as needed to define district-required tests, test type, and their purpose/use in your district. If additional types are added, define applicable types in the glossary. Do not modify any other information in this section.

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
ACCESS for ELLs 2-0	Diagnostic	Measure English language acquisition of ELLs	s. 1003.56, F.S.
Alternate ACCESS for ELLs	Diagnostic	Measure English language acquisition of ELLs with significant cognitive disabilities	Rule 6A-6.0902, F.A.C. Rule 6A-6.09021, F.A.C. Rule 6A-6.0903, F.A.C.
FAIR	Diagnostic/Progress Monitoring	Provides general estimates of students' reading ability/monitors students' progress toward meeting grade-level skills in reading	s. 1008.25(4), F.S.
FLKRS	Diagnostic/Progress Monitoring	Determine readiness for kindergarten; used to calculate VPK Provider Kindergarten Readiness Rates	s. 1002.69, F.S. Rule 6M-8.601, F.A.C.
FSA	Summative	Purpose: Measure student achievement of Florida's academic standards (Florida Standards, Next Generation Sunshine State Standards) Required uses: third grade retention; high school standard diploma; EOC assessments as 30% of course grade; school grades; school improvement rating; district grades; differentiated accountability; VAM; scholar designation; Credit Acceleration	s. 1002.38, F.S. s. 1003.4156, F.S. s. 1003.4282, F.S. s. 1004.04, F.S. s. 1004.85, F.S.
FSAA	Summative		
NGSSS EOC	Summative		
Statewide Science Assessment	Summative		

Suwannee County School District
2021–2022 Uniform Statewide Assessment Calendar

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
		Program; school improvement plans; school, district, state, and federal reporting	s. 1008.22, F.S. s. 1008.25, F.S. s. 1008.33, F.S. s. 1008.34, F.S. s. 1008.341, F.S. s. 1012.34, F.S. s. 1012.56, F.S. s. 1012.731, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-1.094221, F.A.C. Rule 6A-1.094222, F.A.C. Rule 6A-1.0943, F.A.C. Rule 6A-1.09432, F.A.C. Rule 6A-1.09981, F.A.C. Rule 6A-1.099811, F.A.C. Rule 6A-1.099822, F.A.C. Rule 6A-5.0411, F.A.C.
NAEP	Evaluative	Measure student performance for comparison among state and national populations over time	s. 1008.22, F.S.
PreACT	Summative	Inform course placement	s. 1007.35, F.S.
PSAT/NMSQT	Summative	Inform course placement	s. 1007.35, F.S.

3. Required Statewide Assessments

The following assessments are required for students as indicated in the Students to Be Tested column.

Populate the **District Window** column for each assessment in the table below. Do not modify any other information in this section. When calculating total test time in Section 6, do not include times for assessments indicated by grey rows, which indicate duplicate assessment windows (e.g., EOCs), assessments that take the place of another assessment, or assessments that do not have a specified testing time.

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FLKRS	Kindergarten	July 12–October 15, 2021	Aug. 10–Sept. 20	CBT ¹	15–20 minutes	Immediately following test completion

Suwannee County School District
2021–2022 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FSAA—Datafolio ⁴	Grades 3–10 ELA (Reading & Writing); Grades 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	Collection Period 1: September–October 2021	N/A	PBT	Varies/Untimed	June 2022
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	September 13–October 1, 2021	September 13–October 1, 2021	CBT ¹	180 minutes ²	October 2021
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	September 13–October 1, 2021	September 13–October 1, 2021	CBT ¹	160 minutes ³	October 2021
Florida Civic Literacy Exam (FCLE)	Students enrolled in a U.S. Government course	October 25–December 17, 2021 (tentative)	October 25–December 17, 2021 (tentative)	CBT	160 minutes	Immediately following test completion
FSAA—Datafolio ⁴	Grades 3–10 ELA (Reading & Writing); Grades 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	Collection Period 2: November–December 2021	N/A	PBT	Varies/Untimed	June 2022
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	November 29–December 17, 2021	November 29–December 17, 2021	CBT ¹	180 minutes ²	January 2022
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	November 29–December 17, 2021	November 29–December 17, 2021	CBT ¹	160 minutes ³	January 2022

Suwannee County School District
2021–2022 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FSAA—Datafolio ⁴	Grades 3–10 ELA (Reading & Writing); Grades 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	Collection Period 3: March–April 2022	N/A	PBT	Varies/Untimed	June 2022
FSAA—Performance Task ⁵	Grades 3–8 ELA & Mathematics; Grades 4–8 Writing; Grades 5 & 8 Science; and Civics EOC	February 28–April 15, 2022	February 28–April 15, 2022	PBT	Varies/Untimed	June 2022
ACT ⁶	Grade 11 students in districts that selected ACT	March 1, March 29, or April 19, 2022	N/A	CBT	175 minutes	3–8 weeks after test administration
SAT ⁶	Grade 11 students in districts that selected SAT	March 2 or April 13, 2022	March 2	CBT	180 minutes	2–4 weeks after test administration
FSAA—Performance Task ⁵	Grades 9 & 10 ELA; Grades 9 & 10 Writing; and Algebra 1, Biology 1, Geometry, and U.S. History EOCs	March 14–April 29, 2022	March 14–April 29, 2022	PBT	Varies/Untimed	June 2022
FSA ELA – Reading	Grade 3	April 4–15, 2022	April 4–15, 2022	PBT	160 minutes	May 2022
FSA ELA – Writing	Grades 4–5	April 4–15, 2022	April 4–15, 2022	PBT	120 minutes	June 2022
FSA ELA – Writing	Grades 7–10	April 4–15, 2022	April 4–15, 2022	CBT ¹	120 minutes	June 2022
FCLE	Students enrolled in a U.S. Government course	April 11–May 27, 2022 (tentative)	April 11–May 27, 2022 (tentative)	CBT ¹	160 minutes	Immediately following test completion
FSA ELA – Reading	Grades 4–6	May 2–13, 2022	May 2–13, 2022	PBT	Grades 4–5 Reading: 160 minutes Grade 6 Reading: 170 minutes	June 2022

Suwannee County School District
2021–2022 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FSA Mathematics	Grades 3–6	May 2–13, 2022	May 2–13, 2022	PBT	Grades 3–5 Mathematics: 160 minutes Grade 6 Mathematics: 180 minutes	June 2022
FSA ELA – Reading	Grades 7–10	May 2–27, 2022	May 2–27, 2022	CBT ¹	Grades 7–8 Reading: 170 minutes Grades 9–10 Reading: 180 minutes	June 2022
FSA Mathematics	Grades 7 and 8	May 2–27, 2022	May 2–27, 2022	CBT ¹	180 minutes	June 2022
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	May 2–27, 2022	May 2–27, 2022	CBT ¹	180 minutes ²	June 2022
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	May 2–27, 2022	May 2–27, 2022	CBT ¹	160 minutes ³	June 2022
NGSSS Statewide Science Assessment	Grades 5 and 8	May 9–20, 2022	May 9–20, 2022	PBT	160 minutes	June 2022
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	July 11–22, 2022	July 11–22, 2022	CBT ¹	180 minutes ²	August 2022
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	July 11–22, 2022	July 11–22, 2022	CBT ¹	160 minutes ³	August 2022

¹ Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

² Any student taking an FSA EOC assessment who has not completed a session by the end of the allotted time may continue working up to half the length of a typical school day.

³ Any student taking an NGSSS EOC assessment who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

⁴ The FSAA—Datafollo is designed for students with significant cognitive disabilities for whom participation in the general statewide assessment or the FSAA—Performance Task is inappropriate, even with accommodations.

⁵ The FSAA—Performance Task is designed for students with significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations.

⁶ Each district must choose to administer *either* the ACT or SAT. Complete the row for the assessment chosen by your district and then change the background for the assessment not chosen to gray and leave the district window cell blank.

4. Statewide Assessments for SELECT Students

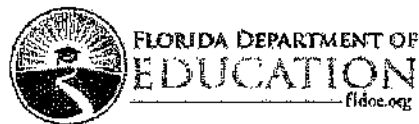
The following assessments are only intended for selected students/students in certain sub-groups. Populate the **District Window** column for the assessments in the table below. If an assessment is not being administered in your district, indicate "N/A" in the District Window column. Do not modify any other information in this section.

Rule 6A-1.094224, F.A.C.

Form ARM 001

Effective October 2018

Updated July 19, 2021



Suwannee County School District
2021–2022 Uniform Statewide Assessment Calendar

Because the tests included in this section are not administered to all students or, in some cases, are optional for students, the testing time for these tests should not be included in the total testing time calculated in Section 6.

Assessment	Applicable Students	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAIR	Grades 3–12	Assessment Period (AP) 1: August 2–November 5, 2021	N/A	CBT ¹	45 minutes	1 week after
PreACT	Grade 10	September–December 2021	N/A	PBT	150 minutes	Approximately 2 weeks after testing
ELA Grade 10 Retake – Writing		September 13–October 1, 2021	September 13–October 1, 2021	CBT ¹	120 minutes ²	December 2021
ELA Grade 10 Retake – Reading		September 13–October 1, 2021	September 13–October 1, 2021	CBT ¹	180 minutes ²	December 2021
FSAA—Performance Task ⁶ Grade 10 ELA and Algebra 1 EOC Makeup		September 27–October 15, 2021	September 27–October 15, 2021	PBT	Varies/Untimed	December 2021
PSAT/NMSQT	Grade 10	October 13, 2021	October 13, 2021	PBT	165 minutes	January 2022
FAIR	Grades 3–12	AP 2: November 8, 2021–February 11, 2022	N/A	CBT ¹	45 minutes	1 week after
ACCESS for ELLs	Grades K–12 currently classified as ELL with “LY” code	January 24–March 18, 2022	January 24–March 18, 2022	PBT	Kindergarten: 45 minutes Grades 1–12: 105–245 minutes (varies by grade-level/tier)	June 2022
Alternate ACCESS for ELLs	Grades 1–12 with significant cognitive disabilities and currently classified as ELL with “LY” code	January 24–March 18, 2022	January 24–March 18, 2022	PBT	80 minutes	June 2022
FAIR	Grades 3–12	AP 3: February 14–June 10, 2022	N/A	CBT ¹	45 minutes	1 week after
ELA Grade 10 Retake – Writing		February 21–March 11, 2022	February 21–March 11, 2022	CBT ¹	120 minutes ²	May 2022
ELA Grade 10 Retake – Reading		February 21–March 11, 2022	February 21–March 11, 2022	CBT ¹	180 minutes ²	May 2022
FSA Algebra 1 Retake EOC ⁵		February 21–March 11, 2022	February 21–March 11, 2022	CBT ¹	180 minutes ²	May 2022

¹ Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

Suwannee County School District
2021–2022 Uniform Statewide Assessment Calendar

² Any student taking an FSA ELA Retake or EOC assessment who has not completed a session by the end of the allotted time may continue working up to half the length of a typical school day.

³ Any student taking an NGSSS EOC assessment who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

⁴ If indicated, “applicable students” relates to the sub-group(s) of students who *may* take that assessment; it does not indicate that all students throughout the state in that sub-group will take that assessment. Assessments for which no applicable student group is listed are available to students as needed but are not limited to any specific sub-group.

⁵ The FSA Algebra 1 EOC Assessment is only offered as a separate Retake assessment during the Spring administration; students retaking the FSA Algebra 1 EOC In Fall, Winter, or Summer participate in the regular EOC administration.

5. District-Required Assessment Information

Complete the table below with assessments that are required for all schools in your district.

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
I-Ready ELA and Math Diagnostic	Kindergarten, Grade 1, Grade 2, Grade 3	Aug.16 -Sept. 10, Nov. 29-Jan. 7, April 11-May 20	CBT	120 minutes each; total 360 minutes	Immediately following test completion
I-Ready ELA and Math Diagnostic	Grade 4-8 (ELA) Grades 4-7 (MA)	Aug.16 -Sept. 10, Nov. 29-Jan. 7, March 7-April 1	CBT	120 minutes each; total 360 minutes	Immediately following test completion
Write Score	Grades K-2	Jan. 31-Feb. 4	Paper	60 minutes	2-4 weeks
Write Score	Grade 3	Nov. 15-19, Jan. 31-Feb. 4	Paper	120 minutes; total 240 minutes	2-4 weeks
Write Score	Grades 4-6	Sept. 13-17, Nov. 15-19, Jan. 31-Feb. 4,	Paper	120 minutes each; total 360 minutes	2-4 weeks
Write Score	Grades 7-10	Sept. 13-17, Nov. 15-19, Jan. 31-Feb. 4	CBT	120 minutes each; total 360 minutes	2-4 weeks
Science Diagnostic	Grade 5, Grade 8	Aug. 16-Sept. 3, Jan. 10-31	CBT	50 minutes; total 100 minutes	Immediately following test completion

Suwannee County School District
2021–2022 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
STAR Reading (ELA)	Grades 9-10	Aug. 16-Sept. 10, Nov. 29-Dec. 10	CBT	20 minutes each; total 40 minutes	Immediately following test completion
APM (Adaptive Progress Monitoring) ELA	Grade 9, Grade 10	Aug. 23-Sept. 10, Nov. 29-Dec. 10, Feb. 14-28	CBT	60 minutes each; total 180 minutes	Immediately following test completion
STAR Math	Students enrolled in Algebra One (grade 8) and Geometry (grade 9)	Aug. 16-Sept. 10, Nov. 29-Dec. 10	CBT	20 minutes each; total 40 minutes	Immediately following test completion
USH Diagnostic	Students enrolled in USH (grade 11)	Aug. 23-Sept. 17, Feb. 22-March 11	CBT	50 minutes; total 100 minutes	Immediately following test completion
Biology Diagnostic	Students enrolled in Biology (grade 10)	Aug. 23-Sept. 17, Feb. 22-March 11	CBT	50 minutes; total 100 minutes	Immediately following test completion
Civics Diagnostic	Grade 7	Aug. 23-Sept. 17, Feb. 22-March 11	CBT	50 minutes; total 100 minutes	Immediately following test completion
PSAT 8/9	Grade 8, Grade 9	October 13	Paper	165 minutes	January 2021

Suwannee County School District
2021–2022 Uniform Statewide Assessment Calendar

6. Estimates of Total Testing Time by Grade Level

Estimates of average time for administering state-required and district-required assessments (listed in Sections 3 and 5 above) by grade level. Subject-based assessments should be included with the grade level to which they are most likely to be administered (e.g., Biology 1 with grade 9).

Grade Level	Statewide Assessments	District Assessments	Approximate Total Testing Time (In Minutes)
K	15–20	420	440
1	0	420	420
2	0	420	420
3	320	600	920
4	440	720	1160
5	600	820	1420
6	470	720	1190
7	630	820	1450
8	630	845	1475
9	640	785	1425
10	480	680	1160
11	340	100	440
12	160	0	160

¹ The amount of time for grade 11 statewide assessments will depend on whether a district selects ACT or SAT. If ACT, use 335 minutes (160 + 175) for the grade 11 Statewide Assessments cell. If SAT, use 340 minutes (160 + 180) for the grade 11 Statewide Assessments cell.

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
September 7, 2021

MINUTES

The Suwannee County School Board held a Public Hearing on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were: Chairman Tim Alcorn, Norman Crawford, Ed daSilva, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush (arrived at 5:34 p.m.), Chief Financial Officer Vickie DePratter, Secretary to Superintendent/School Board Karen Lager, and Administrative Secretary Robinette Odom. School Board Attorney Leonard Dietzen was absent.

UTSC President Eric Rodriguez was also present.

Chairman Alcorn called the meeting to order at 5:30 p.m. for the purpose of adopting the Final Millage rates for the 2021-2022 school year and the Final Budget for the 2021-2022 school year.

The Final Millage rates set for the 2021-2022 school year are as follows:

Required Local Effort	=	3.734
Discretionary Operating	=	.748
Capital Outlay	=	<u>1.500</u>
Total	=	5.982

The Final Millage is less than the roll back rate by .56 percent.

The Required Local Effort is 3.734 mills and is set by the State. This is a decrease of .019 mills from the 2020-2021 rate.

The Discretionary Operating Millage is set by the Board and is .748 mills. This is the same millage rate as in 2020-2021.

The Capital Outlay is 1.500 mills. This is the same millage rate as in 2020-2021.

- 1) Chairman Alcorn called for questions or comments from the public concerning the Final Millage rates.

Mr. Rodriguez questioned the status of the potential sales tax referendum. Mrs. DePratter responded that ARP and ESSER II funds will provide relief to help with capital/special projects, so we have put a hold on the sales tax referendum at this time.

NOTE: The Board approved the following items (Items #2 and #3) individually, in order, as shown below.

2) MOTION by Mr. daSilva, second by Mr. Taylor, for approval to adopt the Final Millage rates for 2021-2022 as follows:

Required Local Effort	=	3.734
Basic Discretionary	=	.748
Capital Outlay	=	1.500

MOTION CARRIED UNANIMOUSLY

(Note: Mr. Roush is now present.)

3) MOTION by Mr. Taylor, second by Mr. daSilva, for approval to adopt the Final Budget for 2021-2022 school year.

The hearing adjourned at 5:35 p.m.

Electrocardiogram ("ECG") Screening Consent Form and Release of Liability

1. About the ECG Screening

An ECG screening (also commonly referred to as an EKG) is a test that measures the electrical activity of the heart to help identify an individual's risk for sudden cardiac death. ECG screenings performed by _____ involve (i) an ECG screening and (ii) a medical history form.

2. Consent to Participate and Acknowledgments

To receive an ECG screening, every Participant must read and sign this Electrocardiogram Screening Consent Form and Release of Liability ("Consent and Release"). If Participant is a minor, Participant's parent or legal guardian must read and sign this Consent and Release. The individual receiving the ECG Screening will be referred to herein as the "Participant". By signing this Consent and Release, you acknowledge and attest to the following:

- I carefully read this Consent and Release, I understand this Consent and Release, and I have had the opportunity to ask any questions;
- I voluntarily consent and elect to have representatives and volunteers perform an ECG screening on Participant;
- I understand and voluntarily assume all risks associated with Participant's participation in this ECG screening program. I understand that the ECG screening will only screen for abnormalities in Participant's heart and does not constitute a complete medical exam or diagnosis. I understand that abnormal test results do not officially represent or imply that Participant does or does not have a heart condition. I understand that no warranty or guarantee has been made to me as to the results of the screening. I understand that this screening does not diagnose all causes of sudden cardiac death. I acknowledge that the information I receive from the ECG screening reflects the condition of Participant's heart on the day of the ECG screening. This ECG screening does not constitute a conclusive diagnosis of Participant's heart health or physical condition, and is not intended to serve as a replacement for treatment and checkups with Participant's primary care physician or other provider. I acknowledge the limitations of an ECG screening and that sudden cardiac death or other cardiac events may still occur, despite this screening. I understand that this ECG screening does not establish a treatment or provider relationship between (i) Participant and (ii) the Provider and/or WWPF and/or any individual administering, interpreting, or communicating the ECG screening or the ECG screening results. I recognize and acknowledge that I am solely responsible for taking any appropriate follow-up action related to Participant's ECG screening results. I understand that follow-up care and treatment is not a part of this ECG screening program; and
- I have the authority to sign this Consent and Release because either (i) I am the Participant or (ii) I am the parent or legal guardian of Participant.

3. ECG Screenings Results, Communication, and Confidentiality

The board-certified cardiologist that reads and interprets Participant's ECG screening will place Participant into one of three categories: (i) low risk; (ii) follow-up required; or (iii) higher risk. I acknowledge that any Participant's ECG screening that is designated as "higher risk" will be required to undergo further testing (e.g., an echocardiogram or ultrasound) prior to being allowed to resume athletics. In certain counties, Participants designated as "follow-up required" must undergo further testing prior to being allowed to resume athletics. I acknowledge, understand, and accept the following:

- If the board-certified cardiologist places Participant into a category that requires further testing or medical consultation, then the Provider and/or WWPF may inform the individuals that oversee Participant's Involvement in athletics of Participant's ECG screening results and status.
- As part of this ECG screening, I agree to allow (i) medical professionals and (ii) WWPF personnel, contractors, and volunteers (the "WWPF Team") to have access to the medical records created during this ECG screening. I agree to allow the Provider and/or WWPF Team to contact me regarding Participant's involvement in this ECG screening and the results. I authorize the Provider and/or WWPF to use all information provided, including the ECG screening, for diagnostic and aggregated statistical purposes and evaluations and medical research. The information collected from any ECG screening event may be published in scientific journals or presented at scientific meetings, but no Participant will be personally identified. This authorization may be revoked by submitting a written notice to WWPF at info@whoweplayfor.org.

4. Waiver & Release of Claims and Liability

By signing this Consent and Release, I hereby agree to waive (i) any and all claims against the Provider and/or WWPF and their employees, directors, officers, representatives, sponsors, trustees, partners, consultants, volunteers, and contractors and (ii) any and all claims against the School Board of Suwannee County, its employees and agents (collectively, WWPF, the School Board of Suwannee County, and their respective, associated individuals and groups described herein are the "Indemnified Parties"). I further agree to indemnify, release, and hold harmless the Indemnified Parties from any and all claims, liabilities, cost, and expenses arising out of or related to the performance, interpretation, and/or communication of the results of this ECG screening.

5. Acknowledgment & Preliminary Medical History Questions

I certify that I have read this form or have had it read to me and that I fully understand this Consent and Release. In consideration of the ECG services provided by the Provider and/or WWPF to Participant, I consent (i) to this Consent and Release and (ii) to Participant's Involvement in the ECG screening program.

_____ I CONSENT to Participant participating in the ECG screening.

Note: Who We Play For, AdventHealth, Nemours, and RIPITT Foundation have provided generous donations to assist families with the cost of this program if they are facing financial hardship. If applicable to you, please choose one of the options below:

() We can afford a partial donation of \$ _____. () We would appreciate full financial assistance.

_____ I DECLINE the ECG screening on behalf of myself or my minor child.

Preliminary Medical History Questions

Participant's previous cardiac issues (if any): _____

Family cardiac history (if any): _____

Does Participant currently take any of the following medications (circle any that apply): ADD/ADHD, beta blockers, Asthma medication/ inhaler, cardiac medications, or other (please write out if relevant): _____

Participant's Name

Date

Parent/ Guardian Name (if applicable) (please print clearly)

Parent/ Guardian Signature (Participant's signature if adult)

Parent/ Guardian Email Address (please print clearly) (Participant's email if adult)

Parent/ Guardian Phone Number (Participant's number if adult)