

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
August 25, 2020

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: (Copies are available for review in the office of the Assistant Superintendent of Administration.)

- #3.20 Pledge of Allegiance and Solemnizing Message (*Revised*)
- #5.12 Expulsion of Students (*Revised*)
- #8.01 Safety (*Revised*)

Adjourn

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SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
August 25, 2020

AGENDA

Call to Order - 6:00 p.m.

Pledge to the flag

Special Recognition by the Superintendent

- 2019-2020 Retiree Recognition
- 2019-2020 Business Partner of the Year/Commissioner's Business Recognition Award
 - Suwannee Valley Electric Cooperative – Jon Little, Representative

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. 9-34)

July 14, 2020	- Workshop Session
	- Special Meeting
July 21, 2020	- Special Meeting (Advertise tentative Millage rates and tentative Budget for 2020-2021)
July 28, 2020	- Workshop Session
	- Regular Meeting

2. The Superintendent recommends approval of the monthly financial statement for July 2020.
3. The Superintendent presents the following bills for the period July 1-31, 2020:

General Checking Account

General Fund 1000	\$ 610,813.17
LCIF Fund 3200	10,048.39
Other Capital Projects Fund 3210	4,531.28
Food Service Fund 4100	23,827.53
Federal Fund 4200	<u>46,028.13</u>
	\$ 695,248.50

Payroll Checking Account

General Fund 1000	\$ 970,938.86
Food Service Fund 4100	33,027.42
Federal Fund 4200	<u>132,073.57</u>
	\$ 1,136,039.85

Total \$ 1,831,288.35

4. The Superintendent recommends approval of the following budget amendments for fiscal year 2019-2020:

<u>General</u>	<u>Special Revenues</u>
I-13	IV-13 (Federal)

5. The Superintendent recommends approval of the following budget amendments for fiscal year 2020-2021:

<u>General</u>	<u>Special Revenues</u>
I-1	IV-1 (Federal)
	IV-1 (Food Service)

6. The Superintendent recommends approval of the following contracts/agreements for the 2020-2021 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)

#2021-72	Clinical Education Agreement between Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Little Pine Pediatrics, PLLC, Madison, Alachua, Monticello, and Perry, Florida (<i>Renewal</i>) (pgs. 35-41)
#2021-74	Cooperative Agreement between Meridian Behavioral Healthcare, Inc. and the School Board of Suwannee County, Florida (<i>Renewal/Revised</i>) (pgs. 42-101)

7. The Superintendent recommends approval of the following student transfers for the 2020-2021 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Braceton	Boyd	Suwannee	Lafayette	2
Jace	Broughton	Suwannee	Lafayette	K
Waylon	Broughton	Suwannee	Lafayette	PK
Claire	Burnett	Suwannee	Hamilton	3
Brookelyn	Dryden	Suwannee	Columbia	2
Myah	Hawkins	Suwannee	Hamilton	6
John	Howell	Suwannee	Lafayette	K
Cade	Jackson	Suwannee	Lafayette	4
Hope	Jackson	Suwannee	Lafayette	2
Dalten	Johns	Suwannee	Columbia	4
Kinsley	Keen	Suwannee	Lafayette	4
Treadon	Keen	Suwannee	Lafayette	8
Elleleigh	Stapleton	Suwannee	Lafayette	1
Grace	Williams	Suwannee	Columbia	10

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Antonio	Ardilla-Xithe	Pineview	BES	K
Brytin	Dachuk	SVS	BHS	6
Cutter	Dachuk	SVS	BHS	8
Charlotte	Welch	BES	Springcrest	4
Lukas	Welch	BES	Springcrest	5

8. Human Resources Transactions (pgs. 102-107)

REGULAR AGENDA

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

#3.20 Pledge of Allegiance and Solemnizing Message (*Revised*)
#5.12 Expulsion of Students (*Revised*)
#8.01 Safety (*Revised*)

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

#3.25 Background Screening for Contractors (*Revised*) (**pgs. 108-110**)
#5.29 Notification of Involuntary Examination (*New*) (**pg. 111**)
#5.40 Children of Military Families (*Revised*) (**pg. 112**)
#6.10 Employment Defined (*Revised*) (**pg. 113**)
#6.103 Appointment or Employment Requirements (*Revised*) (**pgs. 114-121**)
#8.27 School Construction Bids (*Revised*) (**pgs. 122-125**)

3. The Superintendent recommends approval of the following contract/agreement for the 2020-2021 school year: (NEW) (Note: This contract has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2021-73 Clinical Education Agreement between the Suwannee County School Board Patient Care Technician and Practical Nurse Education Programs and Airport Clinic Inc. (*New*) (**pgs. 126-132**)

4. The Superintendent recommends approval of the following resolution for the 2020-2021 school year: (Note: This resolution has been reviewed and approved by Board Attorney Leonard Dietzen.)

#2021-01R Resolution Affirming Participation in the Small School District Council Consortium (SSDCC) (**pg. 133**)

5. The Superintendent recommends approval of the following Minutes:
(pgs. 134-135)

August 3, 2020 - Public Hearing (Adopt the tentative Millage rates and tentative Budget for 2020-2021)

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

6. 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 2020-2021 school year.
7. The Superintendent recommends approval of the following individuals to serve on the Suwannee County School District collective bargaining/negotiating team for 2020-2021:
- Vickie DePratter, Chief Negotiator
 - Thomas Hunter Abercrombie
 - Marsha Brown
 - Malcolm Hines
 - Austin Richmond
 - Josh Williams
8. Discussion and possible reconsideration to amend the 2020-2021 price list previously approved at the July 28, 2020, Regular Board Meeting for the one year extension of Bid #20-201, to correct previous bid pricing on items that were submitted by error. (This item was brought back on the August 11, 2020, Special Meeting, which did not pass with a four to one vote against the item.)
(pgs. 136-140)

Notes:

- a. By mistake, the Ashford office staff printed from Excel the company's cost on some items. The amended pricing will restore the pricing back to the 2019-2020 school year approved pricing and would be the cost for the 2020-2021 school year.

- b. Attached is a spreadsheet of the pricing adjustments notated by an asterisk; the price that was approved in error is listed in the highlighted column. These prices were not increasing from the approved 2019-2020 pricing; they should have stayed the same. Also, attached is a letter from Ashford Services explaining the clerical error on the price sheet submitted for the one year extension of Bid #20-201 that was Board approved on July 28, 2020.
9. The Superintendent recommends approval for the following categories of support staff to serve as emergency substitutes for the 2020-2021 school year (Note: To include, but not limited to.):
- Bus Attendant
 - Bus Driver
 - Clerical
 - Custodial
 - Food Service
 - Paraprofessionals
10. The Superintendent recommends approval of the following curriculum item for the 2020-2021 school year:
- a. Suwannee County School District 2020-2021 Uniform Statewide Assessment Calendar (**pgs. 141-150**)
11. The Superintendent recommends approval of the 2020-2021 NEFEC Professional Learning Catalog (formerly known as the Master In-Service Plan; developed by NEFEC). (A copy is available for review in the office of the Director of Curriculum and Instruction.)
12. The Superintendent recommends approval of the following forms:
- | | |
|------------|---|
| #5100-049 | Student Residency Questionnaire (English and Spanish) (<i>Revised</i>) (pgs. 151-152) |
| #5200-067 | Suwannee County School District Alternate Learning Plan for Students with Disabilities Form (<i>New</i>) (pg. 153) |
| #5100-094a | Expulsion-Election of Rights Form (<i>New</i>) (pgs. 154-155) |
| #5100-094b | Expulsion-Stipulated Expulsion Agreement Form (<i>New</i>) (pgs. 156-157) |

- #5100-094c Expulsion-Superintendent Letter to Parent-Student Election of Rights Form (*New*) **(pgs. 158-160)**
- #5100-094d Expulsion-Opportunity School Placement Form (*New*) **(pg. 161)**
- #5100-094e Expulsion-Final Order-Hearing Waived Form (*New*) **(pgs. 162-164)**
- #5100-094f Expulsion-Recommended Order-Hearing Elected Form (*New*) **(pgs. 165-167)**
- #5100-094g Expulsion-Notice of Hearing with Hearing Officer Form (*New*) **(pgs. 168-169)**
- #5100-094h Expulsion-Superintendent Letter to Parent-Student Notice of Hearing Form (*New*) **(pgs. 170-171)**
- #5100-094i Expulsion-Principal Recommendation Letter to Superintendent Form (*New*) **(pg. 172)**

13. The Superintendent recommends approval for School Board Member Jerry Taylor to serve as the District's Hearing Officer (for expulsions), from September 1, 2020, through the November 2021, Board Reorganization Meeting.

14. Comments from Student Ambassadors

15. Legal Counsel's Report

16. Superintendent's Report

17. Issues and concerns Board members may wish to discuss

End of Agenda

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
July 14, 2020

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 Ed daSilva, Tim Alcorn, Catherine Cason, and Jerry Taylor, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Ronald White was absent.

Administrators and others present: Hunter Abercrombie, Renee Bass (arrived at 9:30 a.m.), Walter Boatright, Tammy Boggus, Bill Brothers, Marsha Brown, Ethan Butts, Gary Caldwell (arrived at 10:02 a.m.), Mark Carver, Janene Fitzpatrick, Ronnie Gray, Angel Hill, Malcolm Hines, Mary Keen, Debbie Land (arrived at 9:07 a.m.), Kecia Robinson, Keith Stavig, Angie Stuckey, Ann Warner, Kelly Waters, Jimmy Wilkerson, Josh Williams, Kelli Williams, and Laura Williams.

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

School Re-opening Update for 2020-2021..... Ted Roush/Directors

Mr. Roush provided a PowerPoint presentation regarding school re-opening update.

Ms. Warner distributed and reviewed a handout regarding actions to be taken for the return of students on August 10, 2020, for Food Service employees.

Mr. Wilkerson provided an update regarding sanitization of buses and additional information pertaining to school re-opening for the Transportation Department.

Mr. Hines distributed and reviewed a handout regarding sanitization/chemicals that will be used for school re-opening, along with costs associated with these chemicals. Mr. Carver shared additional information regarding the chemicals, hand sanitizer, etc. Mr. daSilva questioned if additional personnel would need to be hired to operate the sanitization carts at each school site. Mr. Roush responded yes, one additional custodial-type position, per site, would be hired through Kelly Services; sole responsibility would be to operate the sanitization cart; these positions would be paid with CARES Act dollars—no impact to the General Fund.

Mrs. Fitzpatrick provided a PowerPoint presentation regarding SCSD Instructional Re-Opening Plan. There will be four opening options for students: Traditional Return, Virtual/Suwannee Virtual School (SVS) Return, Hybrid Return, and Home Education. Home Education option is the only one without full SCSD support. The Hybrid Return is a blended model.

Mr. Roush proposed to hold a Workshop Session, on July 28, 2020, at 3:00 p.m. – 5:00 p.m., to provide additional information on School Re-opening Update.

Mr. daSilva questioned if a student or teacher tested positive for COVID, how long are they required to stay out. Mr. Roush stated that a doctor's note will determine the length a student, faculty, or staff member would be quarantined/out of school/work.

The workshop recessed at 10:59 a.m. and resumed at 11:14 a.m.

Expulsion Process UpdateLeonard Dietzen

Mr. Dietzen reviewed the proposed new expulsion process, where approximately 85% of expulsions would be heard before a Hearing Officer, instead of the entire Board. New forms are being developed for this new process. Mr. Dietzen stated that he will continue to be in attendance at each expulsion; the recommended order, developed by the Hearing Officer, will come before the Board for approval. Mr. Brothers confirmed that the recommended order would be posted in the Expulsion Issues Folder, on First Class, for Board members only. Mr. Dietzen commented that there may be the need for a court reporter for those expulsions heard before the Hearing Officer. He also stated that action would need to be taken for Jerry Taylor to serve as the Hearing Officer, effective September 1, 2020, for a specific period of time.

The workshop recessed at 11:47 a.m. and resumed at 12:48 p.m.

(NOTE: School Board Member Catherine Cason is no longer present.)

Assistant Superintendent of.....Bill Brothers
Administration Department Update

- Policies (pgs. 2-19)

Mr. Brothers reviewed additions and revisions to the following policies:

- #3.20 Pledge of Allegiance and Solemnizing Message (*Revised*)
- #5.12 Expulsion of Students (*Revised*)
- #8.01 Option 2 Safety (*New*) (Replaces current Policy #8.01)

Mr. Brothers asked for direction from the Board regarding language on Policy #8.01/Option 2, Section IV. Mr. Dietzen stated that the language will work as is, but to add “or unless otherwise permitted by law”.

School Safety and Other Administrative.....Malcolm Hines
Services Department Update

- Various Contracts (pgs. 20-31)

Mr. Hines reviewed various contract renewals, which included the School Resource Officer and School Safety Contract, along with the Emergency Shelter Interlocal Contract.

Human Resources Department Update Walter Boatright

- Various Contracts (pgs. 32-56)

Mr. Boatright reviewed various contract renewals, which included “in2vate” Contract, along with the Kelly Services Contract.

Superintendent Update Ted Roush

- Mr. Roush stated there is a need to hold an Executive Session today immediately following the Special Meeting.
- Recently responded to a FHSAA Athletic Survey pertaining to school athletic games for the fall. At the current time, we are proceeding with football this fall.
- Personnel still turning in retirement/resignation notices; will continue to look at filling these positions in house.

The workshop adjourned at 1:41 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
July 14, 2020

MINUTES

The Suwannee County School Board met in Special Session on this date in the School Board Meeting Room, 1740 Ohio Avenue, South, Live Oak, Florida. School Board members present were Chairman Ed daSilva, Tim Alcorn, and Jerry Taylor, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Members Catherine Cason and Ronald White were absent. However, Mr. White called in to the meeting, via conference call, at 1:45 p.m.

Chairman daSilva called the meeting to order at 1:43 p.m.

MOTION by Mr. Taylor, second by Mr. Alcorn, for approval to adopt the agenda.
MOTION CARRIED UNANIMOUSLY

1. MOTION by Mr. Taylor, second by Mr. Alcorn, for approval of the following curriculum item:
 - a. 2021-2022 School Calendar (pgs. 2-3)

Note: Mr. Dietzen announced that School Board Member Ronald White requested to call in for this meeting.

Mr. White stated with the uncertainty of where we are at the current time, he is not prepared to make a decision on the 2021-2022 school calendar, as well as the last day of school. Mrs. Fitzpatrick stated that this calendar was discussed at the January 14, 2020, Board workshop; but was never Board approved. She also stated if changes come up at a later date, the calendar can be revised, if needed. Mr. White asked if Board members were okay with the calendar. Mr. daSilva and Mr. Taylor stated they were okay with the calendar; Mr. Alcorn said he doesn't like the calendar, but is not opposed to it. Mr. Taylor called for a vote.

MOTION CARRIED three to one; Mr. White voted NO, via phone conference.

Action on the Agenda Addendum

- #1. MOTION by Mr. Alcorn, second by Mr. Taylor, for approval of the Human Resources Transactions Addendum (pgs. A2-A3) **MOTION CARRIED UNANIMOUSLY**

RECOMMENDATIONS FOR THE 2019-2020 SCHOOL YEAR:

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>
Kate Bromley	Curriculum Leader	SHS
Tamara Burt	Curriculum Leader	SHS
Amy Hendry	Curriculum Leader	SHS
Audrey Marshall	Curriculum Leader	SHS
Stephen Morgan	Curriculum Leader	SHS
Melanie Roberts	Curriculum Leader	SHS
Kimberly Tuvell	Curriculum Leader	SHS
David Woods	Assistant Baseball Coach	SHS

**End of List
2019-2020
School Year**

End of Agenda Addendum

The meeting adjourned at 1:57 p.m.

SUWANNEE COUNTY SCHOOL BOARD
SPECIAL MEETING
July 21, 2020

MINUTES

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

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

MOTION by Mr. Alcorn, second by Ms. Cason, for approval to adopt the agenda.
MOTION CARRIED UNANIMOUSLY

1. MOTION by Mr. Alcorn, second by Mr. Taylor, for approval to advertise the tentative Millage Rates and tentative Budget for the 2020-2021 school year.
MOTION CARRIED four to one; Mr. White voted NO.

The meeting adjourned at 6:22 p.m.

SUWANNEE COUNTY SCHOOL BOARD
WORKSHOP SESSION
July 28, 2020

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 Ed daSilva, Tim Alcorn, Catherine Cason, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager.

Administrators and others present: Jennifer Barrs, Walter Boatright, Bill Brothers, Marsha Brown, Mark Carver, Lisa Dorris, Janene Fitzpatrick, Ronnie Gray, Mary Keen, Debbie Land, Angie Stuckey, TJ Vickers, Kelly Waters, Jimmy Wilkerson, Josh Williams, Kelli Williams, and Laura Williams.

Chairman daSilva called the meeting to order at 3:00 p.m., and led the pledge.

School Re-opening Update for 2020-2021..... Ted Roush/Directors

Mr. Roush provided a brief summary of the re-opening plan process.

Mrs. Fitzpatrick distributed and reviewed handouts regarding survey results on returning to school for the 2020-2021 school year, along with Suwannee Opening Options for 2020-2021.

Mr. Roush shared that he will be visiting each school during preplanning; the schedule will be sent to the Board members in case they would like to attend these sessions.

Mr. Roush noted there is the need for an Executive Session after the workshop and prior to the regular meeting tonight.

Director's Updates Regarding Re-opening

- Angie Stuckey provided an update with regards to Suwannee Opportunity and Suwannee Virtual Schools. Mr. Roush noted that the potential 11-19 additional teacher positions that may possibly be needed for Suwannee Virtual School (SVS) would work in a District building through SVS; these positions would come from existing faculty, on a temporary basis, through December 2020.

- Bill Brothers provided an update for Malcolm Hines with regards to school safety.
- Lisa Dorris provided an update for the Food Service Department; she stated that there will not be as many choices for school breakfasts and lunches this school year. Meals will most likely be provide via drive-thru and/or learning coach for those students that participate in the Hybrid option.
- Mary Keen stated that RIVEROAK Technical College's re-opening plan was submitted several months ago to the Commissioner, which included several options for instruction. Mr. Alcorn questioned whether parents would be allowed to bring their child in to the My Play School classroom. Ms. Keen responded that no parents would be allowed to bring in their child; the students will be dropped off, and someone will be there to take the students back to the classroom.
- Josh Williams provided an update for the IT Department, with regards to digital curriculum in K-5. Currently working on getting Chromebooks ready that will go home with students in grades 6-12, as well as the Hybrid students in K-5. Discussion followed regarding the issue of not having high speed internet available in some areas within our District, especially for those students participating in the Hybrid option. Mrs. Fitzpatrick stated the District is working on the issue. Mr. Roush noted that parents without internet access in their homes have stated they have various options to access the internet, if needed.
- Walter Boatright provided an update for the Human Resources Department regarding employee resignations and retirements, along with vacancy positions.
- Mark Carver provided an update regarding re-opening of school with regards to the Facilities Department, which included sanitization, clearing out excess furniture in classrooms, air conditioning vents/filter system, additional staff to operate the sanitization carts, etc. Mr. Carver noted that the current disinfectants we have been using will kill COVID-19; but it must be officially certified through EPA. Mr. Brothers provided an update with regards to the employees being hired through Kelly services to operate the sanitization carts.
- Debbie Land provided an update for the Student Services Department; she shared several options for meeting with parents, as well as using Chromebooks to provide therapy for students and other options for ESE students.
- Jennifer Barrs provided an update for the Curriculum and Instruction Department with regards to re-opening of school.
- Jimmy Wilkerson provided an update for the Transportation Department with regards to re-opening of school, which included sanitization of buses and concerns with approximately 20% of drivers that will not have students due to Hybrid and Virtual students not being transported via a school bus. Discussion followed regarding the need to look at each route and determine alternate options, as well as keeping the routes as they are until January.

- Ronnie Gray provided an update for Suwannee High School; he stated they are contacting all students to find out what option they have chosen.

Board Member Questions

Mr. White had the following questions:

- How would students be provided meals that chose the Hybrid option; Mrs. Dorris responded it would be handled via drive through, which is similar to the way summer program was handled.
- What about faculty or staff that do not feel safe to come back in person to work. Mr. Boatright responded there is a committee that has been addressing this matter; there are different options, and the committee looks at the documentation to determine the appropriate leave for the respective employee on an individual basis (i.e., Family First Act, recommended leave by a doctor, etc.).
- Questioned six feet spacing in classrooms. Mr. Roush responded this concern was covered in the last workshop; he said DOE realizes that schools are not made to be models for social distancing and have not mandated for classrooms to be measured; we have said there will be space as space allows; site-based administrators and principals will monitor classrooms/areas regarding this matter. Mr. Brothers stated that CDC's current instruction is to try to keep six feet of distance for up to a 15 minute close contact/conversation.

Mr. Taylor stated he has received calls from teachers and their concern with being laid off. He feels that after listening to the presentations today, there are various options available for our teachers. Also mentioned concerns he has received regarding the need to mandate the wearing of masks, delaying the start of school, etc. He feels we have a very good plan in place for the re-opening of school; and we never need to lose sight of what is best for our children.

Ms. Cason stated that a couple of teachers have expressed their concern to her with regards of delaying the start of school, along with their child's pediatrician recommending that the student wait to return to school.

Mr. Alcorn questioned why there is no "personal" leave. Mr. Dietzen responded there are certain options that our Human Resources Department can offer employees regarding leave during these pandemic times. He stated basically there is no long-term paid leave; however, an employee can take long-term unpaid leave. Mr. Alcorn mentioned there were some employees that have stated they don't want to retire or resign, but would like to take a long-term unpaid leave, with the option to return to the District and be guaranteed a job. Mr. Brothers stated, per District policy, there is no "personal" leave of absence. Mr. Dietzen stated to refer those employees to Mr. Boatright.

Mr. daSilva stated that he appreciates the District's re-opening plan; and collectively, we agree to move forward with the plan.

Mr. Roush expressed his thanks to everyone for all their hard work in developing the re-opening plan. He has received calls from various school districts that are asking for recommendations and documentation regarding our re-opening plan.

The workshop adjourned at 5:17 p.m.

SUWANNEE COUNTY SCHOOL BOARD
REGULAR MEETING
July 28, 2020

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 Ed daSilva, Tim Alcorn, Catherine Cason, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, School Board Attorney Leonard Dietzen, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager.

UTSC President Eric Rodriguez and District School Resource Officer Lee Willis were present.

Chairman daSilva called the meeting to order at 6:00 p.m., and led the pledge.
(NOTE: Due to COVID-19, and the suspension of school through the end of the school year, students were not available to perform the pledge to the flag.)

Special Recognition by the Superintendent

- Introduction of Student Ambassadors for the 2020-2021 School Year

Branford High School

Isaac Mincks

Suwannee High School

Morgan Larney

- Presentation of Master Board Completion

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 following individuals addressed the Board:

1. Richard Barker, DVM – Regarding school reopening plans
2. Belinda Fries – Regarding safety measures for returning to school; would like to see a face mask mandate for everyone

3. Carla Blalock – Regarding safety of returning to school, along with the school start date of August 10 being postponed
4. Matthew Grillo – Regarding school re-opening options for teachers; requested a hybrid or totally digital option for teachers
5. Paula Fraizer – Regarding school transportation department safety and driver health; feels that there should be a mandate for our students to wear masks on the bus
6. Eric Rodriguez – Regarding school safety and the District's re-opening plan

Ms. Cason stated she did not see anything wrong with mandating face masks.

Mr. Taylor expressed concern with Mr. Rodriguez's statement of "shame on the SCSD for not protecting their employees". He stated we have our plan and are doing the best we can; we are listening to everyone.

Mr. White agreed with Mr. Taylor's comments. He stated that the flu is just as bad as COVID-19, and we don't require wearing masks for flu.

Mr. daSilva appreciated the passion from everyone. We have to be careful with the level of emotion that the situation brings; as a Board, you have to understand that we are doing it for the well-being of our students, faculty, and staff. We do have a re-opening plan in place; need to get on board and go with what we have.

Mr. Roush shared information regarding our District proceeding with graduations as scheduled where other districts postponed theirs; feels we did the right thing. He shared information regarding research, phone conferences with pediatric doctors, and the fact that the information we received in March through now has all been different; parents are divided equally whether to wear masks or not. He doesn't want our drivers, teachers, etc. having to be the mask police; he doesn't want to deal with teacher issues of mandating masks or not and then dealing with the Union on this issue. We, along with 21 other districts in our state, have masks being optional. We will do the very best we can and move forward. We were told by all the experts that COVID-19 will be gone in the summer...and yet we still have it! We have been eating, breathing, and sleeping with this situation for the last five months. He feels the parents will make the right decision for their child.

MOTION by Mr. Alcorn, second by Mr. Taylor, for approval to adopt the Regular Agenda. MOTION CARRIED UNANIMOUSLY

MOTION by Mr. Taylor, second by Ms. Cason, for approval of the Consent Agenda, along with the following changes for Item #8 on the Human Resources Transactions:

- Page 490, under Recommendations: Instructional, Suwannee Middle School – Remove Jonathan Meals, Teacher, effective August 3, 2020, replacing Alexander Gonzalez ; Mr. Meals declined the position.
- Page 491, under Recommendations: Instructional, Suwannee Virtual School is listed as the site for Lisa Garbett, Guidance Counselor – Should read Suwannee Virtual School/Suwannee Opportunity School.
- Page 493, under Annual Instructional Contracts, RIVEROAK Technical College – Julie Ulmer should be Administrative Contract, instead of Annual Instructional Contract.
- Page 494, under Annual Instructional Contracts, Suwannee High School – Travis Tuten should be Professional Service Contract (Renewal), instead of Annual Instructional Contract.
- Page 494, under Professional Service Contract (Renewal), Student Services – Angel Hill should be Administrative Contract, instead of Professional Service Contract (Renewal).

Mr. Alcorn pulled Item #6 and Item #8 for discussion purposes:

- Item #6: Contracts – Mr. Alcorn and Mr. Taylor had several questions on various contracts. Mr. Dietzen, along with the respective directors responded to the questions.
- Item #8: Human Resources Transactions – Mr. Alcorn questioned the additional guidance counselor position at Suwannee Virtual and Suwannee Opportunity Schools (Page 491). Mr. Roush responded that we have growing populations at both schools; per the Staffing Plan, the position can be added; the position will not affect the General Fund.

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. 8-30)

June 16, 2020	- Workshop Session
	- Special Meeting
	- Expulsion Issues Hearing (Private)
June 23, 2020	- Workshop Session (Budget)
	- Regular Meeting

2. Approval of the monthly financial statement for June 2020.

3. The following bills for the period June 1-30, 2020:

General Checking Account

General Fund 1000	\$ 560,487.04
LCIF Fund 3200	945,140.13
Other Capital Project 3210	30,086.47
Food Service Fund 4100	34,761.02
Federal Fund 4200	<u>97,719.27</u>
	\$ 1,668,193.93

Payroll Checking Account

General Fund 1000	\$ 4,473,637.28
Food Service Fund 4100	189,796.60
Federal Fund 4200	<u>553,267.51</u>
	\$ 5,216,701.39

Total \$ 6,884,895.32

4. Approval of the following budget amendments for fiscal year 2019-2020:

<u>General</u>	<u>LCIF</u>	<u>Special Revenues</u>
I-12	III-12	IV-12 (Federal)
		IV-9 (Food Service)

5. Approval for disposal of property as per the attached Property Disposition Form dated July 28, 2020. **(pg. 31)**
6. Approval of the following contracts/agreements for the 2020-2021 school year: (RENEWAL) (Note: These contracts have been reviewed and approved by Board Attorney Leonard Dietzen.)
 - #2021-04 School Resource Officer and School Safety Agreement between the School Board of Suwannee County, Florida, and the Suwannee County Sheriff's Office to hire eight, and up to nine, full-time School Resource Officers for the 2020-2021 school year *(Renewal/Revised)* **(pgs. 32-41)**
 - #2021-51 Memorandum of Understanding between Florida Virtual School and Suwannee County School Board for all students within the Virtual Learning Lab *(Renewal/Revised)* **(pgs. 42-64)**
 - #2021-52 Memorandum of Understanding between Florida Virtual School and Suwannee County School Board for all students within the Blended Learning Community *(Renewal/Revised)* **(pgs. 65-88)**
 - #2021-54 Contract between School District of Suwannee County, Florida, and Florida Sheriffs Youth Ranches, Inc. *(Renewal)* **(pgs. 89-99)**
 - #2021-55 Employee Protection Line Subscriber Agreement between in2vate, llc and Suwannee County School Board to provide access to the Employee Protection Line Service *(Renewal)* **(pgs. 100-104)**
 - #2021-56 Interlocal Agreement between the Board of County Commissioners, Suwannee County, Florida, and the Suwannee County School Board for Emergency Shelters in Suwannee County *(Renewal/Revised)* **(pgs. 105-116)**
 - #2021-57 Agreement between the School Board of Suwannee County and Suwannee Valley Community Coordinated Child Care, Inc. (SV4Cs) for the Teen Age Parent Program (TAPP) *(Renewal)* **(pgs. 117-122)**
 - #2021-59 E-Rate Forms Processing Contract between the Suwannee County School District and eRate 360 Solutions, LLC *(Renewal)* **(pgs. 123-137)**

- #2021-60 Career Pathways Articulation Agreement between District School Board of Taylor County and Suwannee County School Board, through RIVEROAK Technical College, for Culinary Arts/Program of Study: Professional Culinary Arts and Hospitality; Digital Design/Program of Study: Digital Design 1, and Medical Administrative Specialist; Digital Information Technology/Program of Study: Digital Design 1, and Medical Administrative Specialist (*Renewal*) **(pgs. 138-144)**
- #2021-61 Virtual School Services Agreement between Edgenuity Inc. and the Suwannee County School District (*Renewal/Revised*) **(pgs. 145-211)**
- #2021-62 Florida Virtual School Franchise Agreement for State of Florida School District between the Board of Trustees of the Florida Virtual School and Suwannee County School Board (*Renewal/Revised*) **(pgs. 212-298)**
- #2021-63 PAEC Student Data Services Resolution and Contract for District Participation between the School Board of Washington County, Florida, fiscal agent for the Panhandle Area Educational Consortium (PAEC) and PAEC Student Data Services and the District School Board of Suwannee County, Florida (*Renewal/Revised*) **(pgs. 299-306)**
- #2021-64 Agreement for Educational Staffing between Kelly Services, Inc. and Suwannee County School Board, Florida for substitute Teachers, Paraprofessionals, Clerical, Retiree DROP Program Participants, Food Service Workers, and Custodians (*Renewal*) **(pgs. 307-326)**
- #2021-65 Memorandum of Agreement between the State of Florida Department of Health and the Suwannee County School Board for the Provision of School Health Services in Suwannee County (*Renewal*) **(pgs. 327-333)**
- #2021-66 Suwannee County School District Rate and Service Contract 2020-2021 between the Suwannee County School Board and Adrienne M. Burke-Godwin d/b/a Tiny Praying Hands, LCCH for the Teen Age Parent Program (TAPP) (*Renewal*) **(pgs. 334-349)**
- #2021-67 Suwannee County School District Rate and Service Contract 2020-2021 between the Suwannee County School Board and Tawanna Bryant d/b/a Tender Touch Learning Center LLC for the Teen Age Parent Program (TAPP) (*Renewal*) **(pgs. 350-365)**

- #2021-68 Suwannee County School District Rate and Service Contract 2020-2021 between the Suwannee County School Board and Florlene Johnson d/b/a Johnson's Family Child Care Home for the Teen Age Parent Program (TAPP) (*Renewal/Revised*) (pgs. 366-382)
- #2021-69 State of Florida Statewide Voluntary Prekindergarten Provider Contract (Form OEL-VPK 20) between the Early Learning Coalition of Florida's Gateway and Suwannee County School Board (*Renewal*) (pgs. 383-404)
- #2021-70 Dual Enrollment Articulation Agreement between Florida Gateway College and Suwannee County School District (Out of District 2020-2021) (*Renewal/Revised*) (pgs. 405-460)
- #2021-71 Memorandum of Understanding for Workforce Innovation and Opportunity Act (WIOA) Local Workforce Development Area 06 One-Stop Career Center System Partners of the American Job Center Network between North Florida Workforce Development Board, Inc. d/b/a CareerSource North Florida (CSNF) and Suwannee County School District, an American Job Center Network Partner (*Renewal/Revised*) (pgs. 461-487)

7. Approval of the following student transfers for the 2020-2021 school year. Parents will provide transportation.

District Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Carter	Edwards	Suwannee	Columbia	K
Brantley	McDaniel	Suwannee	Hamilton	K
Isabella	McMillen	Suwannee	Columbia	8
Skylar	Stokes	Suwannee	Hamilton	PK
Braxton	Thompson	Suwannee	Columbia	11
Rebecca	Ward	Suwannee	Hamilton	10

Zone Reassignment:

FIRST NAME	LAST NAME	TO	FROM	GRADE
Jaison	Smith	Springcrest	BES	2

8. Human Resources Transactions (pgs. 488-495)

SUMMER TERM 2019-2020:

RECOMMENDATION: INSTRUCTIONAL:

MISCELLANEOUS:

Branford High School:

Approval for Alicia Poole to work up to 50 additional hours this summer, effective July 9-16, 2020 (*Note: These are hours which were previously approved for Guidance Counselor Dawn Eakins.*)

**End of Summer Term List
2019-2020
School Year**

RECOMMENDATIONS FOR THE 2020-2021 SCHOOL YEAR:

RETIREMENTS: INSTRUCTIONAL:

Branford Elementary School:

Pamela Nettles, Teacher, effective August 5, 2020
(*Revision from 5/26/20 HR Transactions*)

Jean Williams, Teacher, effective August 3, 2020

Suwannee Riverside Elementary:

Robbin Chapman, Teacher, effective August 3, 2021
(*Revision from 6/23/20 HR Transactions*)

RETIREMENTS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee High School:

Jimmy Jackson, Security Guard, effective, October 1, 2020
(*Revision from 6/23/20 HR Transactions*)

Karen Jackson, Attendance Clerk, effective, October 1, 2020
(*Revision from 6/23/20 HR Transactions*)

RESIGNATIONS: INSTRUCTIONAL:

Branford Elementary School:

Linda Aderholt, Teacher, effective, August 3, 2020

Suwannee Pineview Elementary:

Kimberly Contento, Teacher, effective, August 3, 2020

Elecxia Reed, Teacher, effective, August 3, 2020

Suwannee Springcrest Elementary:

Stephanie Selph, Teacher, effective, August 3, 2020

James “Chip” Thomas, Teacher, effective, August 3, 2020

RESIGNATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Suwannee High School:

Annah Davis, Paraprofessional, effective, August 3, 2020

Suwannee Middle School:

Martha Jones, Paraprofessional, effective, August 3, 2020

Suwannee Springcrest Elementary:

Kerry Palmer, Paraprofessional, effective, August 3, 2020

Transportation Department:

Eva Garitson, Bus Driver, effective, August 10, 2020

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:

Lisa Flowers, Teacher, effective August 3, 2020

REPLACES: Pam Nettles

Branford High School:

Alicia Poole, Guidance Counselor, effective July 20, 2020

REPLACES: Dawn Eakins

Suwannee Middle School:

Rachel Adams, Teacher, effective August 3, 2020

REPLACES: Tyler Winburn

Suwannee Opportunity School:

Mark Beach, Teacher, effective August 3, 2020

REPLACES: Frank Allen

Suwannee Pineview Elementary:

Sean Oliver, Teacher, effective August 3, 2020

REPLACES: Brandy Hart

Suwannee Riverside Elementary:

Jennifer Mingle, Teacher, effective August 3, 2020

REPLACES: Michelle Jessup

Tracy Pope, Teacher, effective August 3, 2020

REPLACES: Kimberly Contento

Suwannee Springcrest Elementary:

Natalie Haney, Teacher, effective August 3, 2020

REPLACES: Takesha Patrick

Suwannee Virtual School/Suwannee Opportunity School:

Lisa Garbett, Guidance Counselor, effective July 20, 2020

REPLACES: New Position

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:

Amanda Harris, Registrar, effective, July 1, 2020

REPLACES: Sharon Richardson

Timothy O'Reilly, Custodian, effective, July 13, 2020

REPLACES: Kendra Rife

Branford High School:

Matthew Hiers, Custodian, effective, July 15, 2020

REPLACES: John Stancel

Devontaye Thomas, Custodian, effective, July 7, 2020

REPLACES: Sharon Cregg

Suwannee High School:

Cynthia Ford, Custodian, effective July 6, 2020

REPLACES: Linda Goodman

Rebecca Futch, School Nurse, effective August 3, 2020

REPLACES: Kristen Kirby

Suwannee Middle School:

Leslie Ramsey, Paraprofessional, effective August 3, 2020

REPLACES: Martha Jones

Suwannee Opportunity School:

Nikolas Hurst, Paraprofessional, effective, August 3, 2020

REPLACES: Tramane Carwise

Suwannee Springcrerst Elementary:

Lynn Peaden, Media Clerk, effective, August 3, 2020

REPLACES: Monica Sauer

Amy Steed, School Secretary, effective, July 6, 2020

REPLACES: Lori Alban

Transportation Department:

Lawrence Brannon, Mechanic, effective, July 13, 2020

REPLACES: Joel "Tony" Hallman

Sandra Barrs, Bus Driver, effective, August 10, 2020

REPLACES: August Schomburg

Tracy Felty-Janosh, Bus Driver, effective, August 10, 2020

REPLACES: Kristine Meyer

Robert Frayer, Bus Driver, effective, August 10, 2020

REPLACES: Leon Kaczmarek

Curt Lux, Bus Driver, effective, August 10, 2020

REPLACES: Deseree Ansley

TRANSFERS/REASSIGNMENTS:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Kadie Butler	SRE/Paraprofessional	SPE/Paraprofessional	8/3/2020	Position Transfer from SRE
Tramane Carwise	SOS/Paraprofessional	SRE/Paraprofessional	8/3/2020	Tenlee Deloach
Melanie Chambliss	SRE/Registrar	SMS/Admin School Secretary	7/1/2020	Kathy Shea
Tenlee Deloach	SRE/Paraprofessional	SHS/Paraprofessional	8/3/2020	New Position
Brenda Raulerson	BES/Paraprofessional	BHS/Paraprofessional	8/3/2020	Transfer Position from BES
Monica Sauer	SSE/Media Clerk	SSE/Paraprofessional	8/3/2020	Amy Steed
Barbara Tucker	SSE/Paraprofessional	SPE/Paraprofessional	8/3/2020	Transfer Position from SSE
Patricia Williams	SHS/Paraprofessional/Temporary	SMS/Paraprofessional/Temporary	8/3/2020	Transfer Position from SHS

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

Branford Elementary School:

Sharon C. Richardson, Registrar, June 8, 25, and 29, for a total of 24 hours

SUBSTITUTE:

The following to serve as Substitute Bus Driver:

Sateria Gissendanner

Stacie Starcher

MISCELLANEOUS:

Approval for the following to work additional hours for Pre-K registration.

Tresca Anderson	Amanda Kiser	Nicole Poole	Deanna Yott
Tara Brock	Brittany Lock	Dora Townsend	
Laritta Hunter	Luvornia Lock	Elizabeth Vann	

Transportation:

Approval of the following employees to be driver trainers part-time hourly District-wide.

Tyrone Ansley	David Barnes	Inez Williams
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PART-TIME/HOURLY EMPLOYEES:**RIVEROAK TECHNICAL COLLEGE PART-TIME/HOURLY EMPLOYEES
July 1, 2020-June 30, 2021:****CAREER AND TECHNICAL EDUCATION**

Lindsey Bricker	I.V. Therapy
Mary Kinard	Adult Education Teacher/ESL
Danielle Ovando	Adult Education Teacher/ESL
Abbey Warren	Adult Education Teacher/ESL

CONTRACT RECOMMENDATIONS:**ADMINISTRATIVE CONTRACTS:****RIVEROAK Technical College:**

Julie Ulmer	12
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Student Services:

Angel Hill	12
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ANNUAL INSTRUCTIONAL CONTRACTS:**Branford Elementary School:**

Miranda Walker	10
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Branford High School:

Jerrica Byrd	10
Erin Roberts	10
Maria Rodriguez	10
Tommy Taylor	10

RIVEROAK Technical College:

Kevin Mercer 10

Suwannee Elementary School/Suwannee Pineview Elementary-Innovation:

Emily Goss 10

Rowna Valin 10

Suwannee High School:

Sarah Grillo 10

Lillian Henderson 10

Malcolm Pollock 10

Suwannee Intermediate School/Suwannee Springcrest Elementary-Leadership:

Keith Cherry 10

Mary Metz 10

Becky Skipper 10

Martha Southerland 10

Suwannee Middle School:

Deanna Burkett 10

Samantha Land 10

Lindy Meeks 10

Jennifer Neely 10

Patrice Parker 10

Ashton Petersen 10

Suwannee Opportunity School:

Justin Bruce 10

Suwannee Primary School/Suwannee Riverside Elementary-Arts:

Summer Bell 10

Michelle Jessup 10

Professional Service Contract (Renewal):

Suwannee High School:

Travis Tuten 12

SUPPLEMENTARY:

<u>NAME</u>	<u>POSITION</u>	<u>LOCATION</u>
Michael Braun	Athletic Director	SHS
Michael Braun	Offensive Coordinator	SHS
Andrew Chapman	Athletic Director	SMS
Timothy Clark	Assistant Athletic Director	BHS
Timothy Clark	Head Football Coach	BHS
Cheri Copeland	Band Director	SMS

Patrick Dawson	NJROTC	SHS
Kyler Hall	Assistant Athletic Director	SHS
Kyler Hall	Head Football Coach	SHS
Debra Kleinsmith	NJROTC	SHS
Fred "Alex" O'Quinn	Athletic Director	BHS
Katheryn Quincey	Ag/FFA Sponsor	SHS
Travis Tuten	Ag/FFA Sponsor	SHS
Stacy Young	Ag/FFA Sponsor	BHS

VOLUNTEERS:

Herman Gunter V
Gregory Hill
Letavion Philpot-Coleman

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

REGULAR AGENDA

1. MOTION by Mr. Taylor, second by Mr. Alcorn, 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. 496-499)
#5.12 Expulsion of Students (*Revised*) (pgs. 500-510)
#8.01 Safety (*Revised*) (pgs. 511-513)

MOTION CARRIED UNANIMOUSLY

2. MOTION by Mr. White, second by Ms. Cason, for approval to award the following RFPs/bids for the 2020-2021 school year:

#20-201 Additional one year extension for Custodial Supplies to
Ashford Services (*Renewal*) (pgs. 514-525)

#20-202 Additional one year extension for Document Imaging Services
to InStream, LLC (*Renewal*)

MOTION CARRIED UNANIMOUSLY

3. MOTION by Mr. Alcorn, second by Mr. Taylor, for approval of the Suwannee County School District Mental Health Assistance Allocation Plan for 2020-2021 (**pgs. 526-534**) MOTION CARRIED UNANIMOUSLY
4. MOTION by Mr. Taylor, second by Ms. Cason, for approval of the 2020-2022 School Health Services Plan for Suwannee County School District (**pgs. 535-558**) MOTION CARRIED UNANIMOUSLY

Mr. Taylor expressed concern for the following and asked that these items be discussed at a future Board workshop, as well as being addressed in this plan:

- Training for specific positions
- Ensure that all equipment is up to date and functional
- Person responsible for monitoring the above items

Mr. DaSilva questioned with all that is going on with COVID-19, do we need to add specific language regarding COVID-19 in the plan. Michele Howard responded that the state sends the form with Column 1 completed, and the District is to fill in Columns 2, 3, and 4.

5. Comments from Student Ambassadors
 - Morgan Larney stated she was thankful to the District for pushing to re-open, along with the safety issues that are being put in place for a safe school environment; she is ready to go back to school
 - Isaac Mincks stated he was also thankful to the District for pushing to re-open, and is ready to go back to school
6. Legal Counsel's Report – No legal matters to report.
7. Superintendent's Report – No matters to report.

8. Issues and concerns Board members may wish to discuss

- Board members expressed appreciation regarding comments during the Citizen Input section. They expressed thanks and appreciation to our employees for their hard work in developing the District's re-opening plan. They commended our new Student Ambassadors, as well.
- Mr. Alcorn asked that everyone please respect his opinion regarding masks, and he will respect those for wearing masks. He reported that MORP (Prom) was held recently, and everyone had a great time.
- Mr. Taylor reported there was a group of young men that came to the practice football field, for Suwannee High School, and were able to turn on the lights, as well as having their vehicles on the school track. He expressed concern with the situation and feels we need to look at restricting access to the field and track, as well as revising policy to stipulate those individuals that have access.
- Mr. daSilva stated that we are all experiencing emotional times with the COVID-19 pandemic; we need to be mindful of the toll it takes on all of us. We are on the same team, and the safety of our students, faculty, and staff is number one priority. He feels that going back to school will benefit our students, rather than delaying school any further.

The meeting adjourned at 7:36 p.m.

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

And

LITTLE PINE PEDIATRICS.

This Agreement is entered into on the date of execution by both parties between the Suwannee County School Board (SCSB) and Little Pine Pediatrics, PLLC, Madison, Alachua, Monticello and Perry, 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 and 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;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, 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 beginning the date of execution by both parties through June 30, 2021; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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 and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs 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. Ascribes 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.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. 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.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the 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.
6. To be responsible for the educational supervision of students in the program.
7. 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 submitted in writing, following a verbal request, 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.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. 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 commencing 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

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder 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 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider 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 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

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.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. 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

- 1.1 This Agreement will 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.
- 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

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

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 2020-2021 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.
- 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).

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
Live Oak, Florida 32064**

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

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

LITTLE PINE PEDIATRICS, PLLC

**194 NE Hancock
Madison, Florida 32340**

And

**1702 S. Jefferson Street
Perry, Florida 32348**

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 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.

Suwannee County Full School Board Cooperative Agreement -2020

**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, 2021.
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

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- 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 provide assessments, treatment planning and clinical interventions on site at school for Suwannee County schools. Contracted clinician to provide screenings, group and individual therapy to students. 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, 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 clinician 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.

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

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(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. 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

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- 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 2020-2021, 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.
 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,

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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 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

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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 upon its execution by both parties and will expire on June 30, 2021. 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.
- E. Additional Department of Education Compliance Requirements**

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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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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the duly authorized individuals below.

"Meridian"

MERIDIAN BEHAVIORAL HEALTHCARE, INC.

By: _____

Don Sayoie
President/CEO

Date

7/27/2020

"School Board"

THE SCHOOL BOARD OF SUWANNEE COUNTY

By: _____

Ted Roush
Superintendent

Date

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"

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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 quarterly hourly unit; rounded up to the nearest 15-minute increment. (H2020HM)

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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.
	This service requires physician authorization.
Rate of Reimbursement:	\$385.19 per assessment.

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Service Type:

Description

Behavior Analysis

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.

This service requires physician authorization.

Rate of Reimbursement:

\$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.

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.

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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

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

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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

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.

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Service Type:

Description

Consultation Services

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:

Description:

Mental Health First Aid Training

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:

Description:

Mobile Response Team (MRT)

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, JOHN CORNEILSON 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 requests for PHI from Covered Entity, only in a manner consistent with HIPAA's minimum

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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 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,

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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.

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.

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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.

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

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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 11.2.

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 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

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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

13. **Miscellaneous.**

13.1. **Survival.** The respective rights and obligations of the Parties under Section 10 (Inspection of Books and Records), Section 11.4 (Effect of Termination), and Section 13 (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

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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.

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.

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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.

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

**MERIDIAN BEHAVIORAL
HEALTHCARE, INC.:**

By: _____

Don Savoie
Its: President/CEO

**SUWANNEE COUNTY
SCHOOL BOARD:**

By: _____

Ted Roush
Its: 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"

SCSB 2021-74 (REVISED/RENEWAL)

Suwannee County Full School Board Cooperative Agreement 2019-2020-2020

SCSB 2020-42 (REVISED/RENEWAL)

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, 1729 Walker 1740 Ohio Avenue SW, Suite 200 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 July 1 the date of execution by both parties, 2019 and shall continue until June 30, 2020 2021.
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 Maggie Labarta Don Savoie, President and CEO or her-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:
The School Board of Suwannee County, Florida
1729 Walker 1740 Ohio Avenue SW, Suite 200 South

SCSB 2020-42 (REVISED/RENEWAL) 2021-74 (REVISED/RENEWAL)
Suwannee County Full School Board Cooperative Agreement 2019-2020-2020

Live Oak, FL 32064
Attention: Ted Roush, Superintendent
Also with email copy to: superintendent@suwannee.k12.fl.us

Meridian Behavioral Healthcare, Inc.
4300 SW 13th Street 1565 SW Williston Road, Gainesville, FL 32608 Attention:
Margarita Labarta, Ph.D., Don Savoie President/CEO maggie_labarta@mbhci.
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 is serviced in a self-contained class 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

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- 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-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 provide assessments, treatment planning and clinical interventions on site at school for Suwannee County schools. Contracted clinician to provide screenings, group and individual therapy to students. 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 at the schools/clinicians, 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 the 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. When neither is the case, the school referred students may be seen at local Meridian offices instead of the respective school.

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.

Additionally, the School Board agrees to protect confidential health information in accordance with applicable law. Meridian will clearly identify on its face any confidential

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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. Services include 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. 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

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3. 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 ~~2019-2020~~ 2020-2021, 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.
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:

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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~~ 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 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.

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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, 2019 and upon its execution by both parties and will expire on June 30, 2020~~2021~~. 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 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.

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.
7. Debarment or Suspension: Meridian certifies that neither Meridian nor any of its principals

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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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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by the duly authorized individuals below.

"Meridian"

MERIDIAN BEHAVIORAL HEALTHCARE, INC.

By: _____

Don Savoie
President/CEO

Date

7/27/2020

School Board"

MERIDIAN BEHAVIORAL HEALTHCARE, INC.

By: _____

Margarita Labarta, Ph.D.
President/CEO

Date

5/1/2020

"School Board"

THE SCHOOL BOARD OF SUWANNEE COUNTY

By: _____

Ted Roush
Superintendent

Date

Chairperson, Suwannee

County School Board

"Approved as to Form and Sufficiency

BY: _____

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Suwannee

Chairperson, Suwannee County School Board

JUN 25 2019

2019-2020-2020

Leonard J. Dietzen, III

"Approved as to Form and Sufficiency

BY

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

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**ATTACHMENT A
SERVICE AND RATE SCHEDULE**

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Service Type:	Screening 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 (nonpsychiatric/non-psychiatric) clinic visit, collateral therapy, intensive therapeutic on-site services, individual psycho-psycho-educational interventions, provided in person or synchronous telehealth.
Rate of reimbursement:	\$95 per hourly unit; rounded up to the nearest 10-10-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 skill training based on client(s) treatment plan.
Rate of reimbursement:	\$38 per quarterly hourly unit; rounded up to the nearest 10-15- minute increment. (H2019HM/H2020HM)

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Service Type:

Description:

Psychiatric Medication Follow-up

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:

Description:

Outreach

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 10-10-minute increment.

Service Type:

Description

Behavior Assessment

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.

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Service Type:

Description

Behavior Analysis

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—10-minute increment.

Service Type: Prevention

Prevention

Meridian offers different evidence-based programs in the classroom or group setting. These include: 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 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.

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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 \$950 per 8-weeks, 1.5 hour groups

Rate of Reimbursement:

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.

\$600 for elementary curriculum \$1025 for middle school

\$850 for high school

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

Service Type: Consultation Services

Description:

Licensed clinician to participate in interdisciplinary

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Description:

RadKIDS comprehensive personal empowerment safety education program for elementary school students. RadKIDS is a 1.0hr 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.
\$670.00 per course.

Rate of Reimbursement:

Description:

Elephant in the Room is the 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

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

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<u>Service Type:</u>	<u>Consultation Services</u>
<u>Description:</u>	Licensed clinician to participate in interdisciplinary team staffing with school personnel. This includes but is not limited to: <ul style="list-style-type: none">• Threat Assessment Teams
Rate of Reimbursement:	team staffing with school personnel. This includes but is not limited to: <ul style="list-style-type: none">• 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 \$100 per hour
<u>Service Type:</u>	Mental Health First Aid Training
<u>Description:</u>	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
<u>Service Type:</u>	Mobile Response Team (MRT)
<u>Description:</u>	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.

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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 THE SUWANNEE CUSTODIAN OF PUBLIC RECORDS, THE DIRECTOR OF RISK MANAGEMENT AT 904-966-6800, 501 WEST WASHINGTON STREET, STARKE, FLORIDA 32094. FOR QUESTIONS REGARDING MERIDIAN FINANCIAL RECORDS, CONTACT MERIDIAN'S CHIEF FINANCIAL OFFICER, JOHN CORNEILSON 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 as of ~~July 10~~ on the date of execution by both parties, 2019 (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 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~~ HIP A

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Rules or the HIPAA Act, or (ii) that would violate the HIPAA Rules or the HIPAA 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 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.

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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.

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 ~~§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

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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.

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~~-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,

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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. 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 11.2.

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 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

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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

11.4. 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. 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
↓
565 S W Williston Road
Healthcare, Inc.: Gainesville, FL 32608
Attn: Don Savoie
President/CEO

If to Suwannee County
School Board:
1729 Walker 1740 Ohio
Avenue SW, Suite 200,
South Live Oak, FL
32064
Attn: Ted Roush

13. Miscellaneous
Superintendent

12.1. Miscellaneous.13.1. Survival. The respective rights and obligations of the Parties under Section 10 (Inspection of Books and Records), Section 11.4 (Effect of

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Termination), and Section 13 (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

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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.

12.2.13.2. 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.

12.3.13.3. 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.

12.4.13.4. 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.

12.5.13.5. 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.

12.6.13.6. 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.

12.7.13.7. 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.

12.8.13.8. 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.

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

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12.10. 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

13.10. 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.

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.

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

**MERIDIAN BEHAVIORAL
HEALTHCARE, INC.:**

By: 

Don Savoie

Its: President/CEO

Ted Roush

Its: Superintendent

**MERIDIAN
BEHAVIORAL SUWAN
NEE COUNTY SCHOOL
BOARD:**

By: 

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"

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Summary Report	
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Sources	
Original Document	SCSB 2020-42 Meridian Fully Executed.pdf
Modified Document	SCSB 2021-74 Meridian.pdf

Comparison Statistics		Word Rendering Set Markup Options	
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Deletions	86	<u>Insertions</u>	
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JERRY TAYLOR
DISTRICT 1
CATHERINE CASON
DISTRICT 2
TIM ALCORN
DISTRICT 3



ED DA SILVA
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TED L. ROUSH
Superintendent of Schools

MEMORANDUM

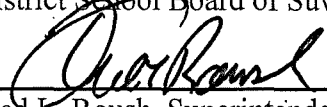
TO: Ted L. Roush, Superintendent of Schools
FROM: Walter Boatright, Director of Human Resources *WB*
DATE: August 13, 2020
RE: Human Resources Transactions for August 25, 2020
Regular Meeting

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
August 25, 2020

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 2020-2021 SCHOOL YEAR:

RETIREMENTS: ADMINISTRATIVE:

Mark Carver, Director of Facilities, effective, November 2, 2020

RETIREMENTS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:

Lisa Campbell, Paraprofessional, effective August 3, 2020

Suwannee Pineview Elementary:

Denise Chandler, Paraprofessional, effective, August 3, 2020

Suwannee Springcrest Elementary:

Nanette Kimbro, Assistant Food Service Manager, effective, August 4, 2020

RESIGNATIONS: INSTRUCTIONAL:

Suwannee Pineview Elementary:

Courtney Goodin, Teacher, effective, August 3, 2020

Suwannee Springcrest Elementary:

Kelly McKissick, Teacher, effective, August 12, 2020

RESIGNATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford High School:

John Perry, Paraprofessional, effective August 3, 2020

William Procko, Paraprofessional, effective August 3, 2020

Suwannee Riverside Elementary:

Christine Vervisch, Paraprofessional, effective, August 3, 2020

Stephanie Williams, Paraprofessional, effective, August 3, 2020

Transportation Department:

Jimmy Cannon, Bus Driver, effective, August 10, 2020

RECOMMENDATIONS: INSTRUCTIONAL:

Branford Elementary School:

Lyndsey Browning, Teacher, effective August 3, 2020

REPLACES: Linda Aderholt

Branford High School:

William McClendon, Teacher, effective August 13, 2020

REPLACES: Jason Dobson

District Wide:

Deborah Godbold, Mental Health Counselor, effective August 10, 2020

REPLACES: New Position

Suwannee Middle School:

Stephanie Land, Teacher, effective August 3, 2020

REPLACES: Jennifer Turner

Suwannee Pineview Elementary:

Livesay Boggus, Teacher, effective August 3, 2020

REPLACES: Kimberly Contento

Kaycie Blanton Kinsey, Teacher, effective August 3, 2020

REPLACES: Elecxia Reed

Suwannee Springcrest Elementary:

Marie Warren, Teacher, effective August 3, 2020

REPLACES: Stephanie Selph

Suwannee Riverside Elementary:

Michael Townsend, Teacher, (Long-term substitute) effective, August 3, 2020, Temporary

REPLACES: Emily Blackmon

Suwannee Virtual School:

The following positions are temporary for duration of need:

Jeffry Boatright, BHS Teacher, effective, August 3, 2020

Marcia Boatright, BHS Teacher, effective, August 3, 2020

Emily Blackmon, SRE Teacher, effective, August 3, 2020

Jennifer Campbell, SMS Teacher, effective, August 3, 2020

Jean Eckhoff, SMS Teacher, effective, August 3, 2020

Kim Procko, BES Teacher, effective, August 3, 2020

Laura Katherine Roberts, SPE Teacher, effective, August 3, 2020

RECOMMENDATIONS: NON-INSTRUCTIONAL/SCHOOL RELATED:

Branford Elementary School:

Andrea Lanier, School Secretary, effective, August 3, 2020

REPLACES: Amanda Harris

Branford High School:

Erin Clary, Paraprofessional, effective, August 17, 2020

REPLACES: John Perry

Lisa Stevens, Paraprofessional, effective, August 17, 2020

REPLACES: Unfilled Position

District Wide:

Uriel Perez, Custodian, Temporary, effective, August 13, 2020

REPLACES: New Position

Finance Department:

Jillian Herron, Employee Benefits Specialist, effective, October 19, 2020

REPLACES: Pam Bedenbaugh

Suwannee Middle School:

Taylor Farrar, Food Service Monitor, effective, August 12, 2020

REPLACES: New Position

Jarvis McClain, Custodian, effective July 28, 2020

REPLACES: Cynthia Ford

Victoria Saunders, Custodian, effective August 7, 2020

REPLACES: Brenda Cooks

Suwannee High School:

Patricia Williams, Attendance Clerk, effective October 1, 2020

REPLACES: Karen Jackson

Suwannee Pineview Elementary:

Brenda Cooks, Food Service Worker, effective, August 10, 2020

REPLACES: Linda Hingson

Suwannee Riverside Elementary:

Chelsey Chaney, Paraprofessional, effective, August 3, 2020

REPLACES: Sarah McIntosh

Suwannee Springcrerst Elementary:

Amelia Warner, Assistant Food Service Manager, effective, August 10, 2020

REPLACES: Nannette Kimbro

TRANSFERS/REASSIGNMENTS:

<u>NAME</u>	<u>FROM: SITE/POSITION</u>	<u>TO: SITE/POSITION</u>	<u>EFFECTIVE</u>	<u>REPLACES</u>
Evelyn Arnold	Teacher/BES	Teacher/SPE	8/10/2020	Courtney Goodin
Amanda Bartley Ramirez	Paraprofessional/SMS	Paraprofessional/SRE	8/10/2020	Stephanie Williams
Pam Bedenbaugh	Employee Benefits Specialist/Finance	Bookkeeper/SMS	10/19/2020	Lori Norris
Erika Delgado	Food Service Worker/SPE	Food Service Worker/SSE	8/10/2020	Annie Folsom
Annie Folsom	Food Service Worker/SSE	Food Service Worker/SPE	8/10/2020	Erika Delgado
Melissa Francisco	Teacher/SMS	Teacher/SVS	8/10/2020	New Position
Leslie Kurtz	Food Service Worker/SRE	Food Service Worker/SMS	8/3/2020	Amelia Warner
Jazmin Marrero Guerra	Teacher/SOS	Teacher/SMS	8/3/2020	Alex Gonzalez
Lorie Norris	Bookkeeper/SMS	Administrative Secretary/Finance	10/19/2020	Claire Green
Lawanna Zimmerman	Teacher/SMS	Teacher/RTC	8/3/2020	Tracy Henderson

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

Suwannee High School:

Cynthia Ford, Custodian, July 21-August 4, for a total of 78 hours

LEAVE OF ABSENCE (FMLA):

Branford High School:

Jason Dobson, Teacher, August 31-November 9, 2020

Suwannee High School:

Sarah Grillo, Teacher, August 3-September 4, 2020

Suwannee Pineview Elementary:

Jennifer McMillan, Paraprofessional, August 14-November 6, 2020

LEAVE OF ABSENCE (MEDICAL):

Branford High School:

Jason Dobson, Teacher, August 17-August 29, 2020

Suwannee High School:

Barbara Barker, Teacher, August 10-May 28, 2021

Suwannee Middle School:

Dawn Willms, Custodian, July 27-October 19, 2020

LEAVE OF ABSENCE (MATERNITY):

Suwannee Pineview Elementary:

Emily Goss, Teacher, August 10-January 1, 2021

Suwannee High School:

Sarah Grillo, Teacher, September 7-February 26, 2021

MISCELLANEOUS:

Approval for the following 3 hour food service workers to work additional hours for mandatory training on August 6, 2020.

RoseMerry Bell	Kathy Ezell	Melissa Hygema	Uriel Perez	Quintonia Smith
Daisy Couture	Renee Hoch	Robin Krause	Gloria Presley	
Leah Cribb	Jennifer Hurst	Chatisa Lett	Dana Prince	

VOLUNTEERS:

Clifford Bean	Denise Clemons	Allison Spitzer
Cody Blackburn	Dustin Marcum	Lynn Sweat
Noah Bower	Lorie Norris	Robert Sweat
Robert Burns	Peter Rodriguez	Carla Williams

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

CHAPTER 3.00 - SCHOOL ADMINISTRATION

BACKGROUND SCREENING FOR CONTRACTORS

3.25+

- I. Contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level two (2) screening requirements as described in Florida Statutes. Contractual personnel shall include any vendor, individual or entity under contract with a school or the School Board. Each vendor, individual contractor or employee of a contractor as described in this section must provide verification that he/she has met the level two (2) screening requirements prior to accessing a school campus and provide evidence of compliance with Florida Statute Section 448.095 (evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number).
- II. The District shall issue a state identification badge that is valid for five (5) years to a contractor who meets level 2 screening requirements. The recipient of the badge shall be responsible for paying a fee established by the Department of Education. The badge shall bear the picture of the contractor and must be visible at all times the contractor is on school grounds.
- III. The District shall recognize the uniform statewide identification badge that has been issued by another school district.
- IV. A noninstructional contractor who has been convicted of any disqualifying offense, as defined in Florida Statutes, shall not have access to school grounds when students are present.
- V. Contractual personnel must also meet the level two (2) screening requirements every five (5) years following entry into a contract. If the fingerprints of an individual under contract with the School Board have not been retained by the Florida Department of Law Enforcement, the individual must submit a complete set of fingerprints to the District.
- VI. Each person under contract as described in sections I. and II. must agree to inform the party with whom he/she is under contract within forty-eight (48) hours if convicted of any disqualifying offense while under contract. The individual shall also be responsible for returning the badge within forty-eight

CHAPTER 3.00 - SCHOOL ADMINISTRATION

(48) hours to the district that issued the badge. If it is found that a person under contract does not meet the level two (2) requirements, the individual shall be immediately suspended from working in a contractual position and shall remain suspended until final resolution of any appeals. A person who is working with an intern will not be allowed to continue in an unsupervised situation.

- VII. The following noninstructional contractors shall be exempt from level 2 screening:
- A. A contractor who is under direct, line of sight supervision of a District employee or contractor who has met level 2 screening requirements;
 - B. A contractor who is required by law to undergo level 2 screening for licensure, certification, employment, or other purpose and provides appropriate documentation;
 - C. A law enforcement officer who is assigned or dispatched to school grounds;
 - D. An employee or medical director of a licensed ambulance provider who is providing services;
 - E. A contractor at a site where students are not permitted and a six (6) foot chain link fence separates the work site from the remainder of the school grounds; or
 - F. A contractor who provides pickup or delivery services that involve brief visits to school grounds when students are present.
- VIII. A noninstructional contractor, as described in section VII., who is exempt from level 2 screening shall be subject to a search of the registry of sexual offenders and sexual predators maintained by the Florida Department of Law Enforcement and the National Sex Offender Public Registry maintained by the U.S. Department of Justice. The District shall conduct the registry search without charge to the contractor. If a contractor is identified as a sexual predator or offender and not allowed on school grounds, the District shall

CHAPTER 3.00 - SCHOOL ADMINISTRATION

notify the vendor, individual or entity under contract within three (3) business days.

IX. The Superintendent shall develop procedures to implement this policy.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

**1001.43, 1003.496, 1012.32,
1012.465, 1012.467, 1012.468, F.S.**

HISTORY:

ADOPTED: 1/28/2014

REVISION DATE(S): _____

FORMERLY: NEW

CHAPTER 5.00 – STUDENTS

NOTIFICATION OF INVOLUNTARY EXAMINATION

5.29*+

- I. The principal or designee shall immediately notify the parent, as defined by law, of a student who is removed from school, school transportation, or a school-sponsored activity and taken to a receiving facility for an involuntary examination.
- II. The principal or designee may delay the notification to the parent for up to twenty-four (24) hours if the delay is considered in the student's best interest and if a report has been submitted to the central abuse hotline due to knowledge or suspicion of abuse, abandonment, or neglect.
- III. 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.
- IV. 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*.

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: _____
REVISION DATE(S): _____

FORMERLY: NEW

©NEFEC

NEFEC 5.29*+

Revised: 07/27/20

CHAPTER 5.00 – STUDENTS

CHILDREN OF MILITARY FAMILIES

5.40

- I. The District shall recognize the provisions of the *Interstate Compact on Educational Opportunities for Military Children* and shall address the educational transition issues faced by military families.
- II. Assistance to children of military families, as defined in the *Compact*, shall include but not be limited to:
 - A. Enrollment and eligibility;
 - B. Educational records;
 - C. Placement;
 - D. Attendance; and
 - E. Graduation.
- III. A student must be considered a resident for enrollment purposes and provided preferential treatment in the controlled open enrollment process when presented with an official military order advising that the parent is transferred or pending transfer to a military installation within the State; ~~school district~~.
- IV. The Superintendent shall develop procedures to assist students who are children of military families and to remove barriers to educational success.

STATUTORY AUTHORITY:

1001.41, 1001.42, F.S.

LAW(S) IMPLEMENTED:

1000.36, 1001.43, 1003.05, F.S.

HISTORY:

ADOPTED: 11/19/2019

REVISION DATE(S):

FORMERLY:

CHAPTER 6.00 – HUMAN RESOURCES

EMPLOYMENT DEFINED

6.10

- I. Employment Eligibility – The school district shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.
- II. Full Time - A regular full time employee is a person who is employed for the school term or for the school fiscal year to render the minimum number of hours each day as established by the Board for that position or job.
- III. Part-time - A part-time employee is a person who is employed to render less than the number of hours each day as established by the Board for a regular full-time employee.
- IV. Temporary - A temporary employee is a person whose employment is expected to be for a limited time to fill a vacancy for which a permanent employee is not available or to perform some work of a temporary nature. Such employment will cease at the close of the school term or school fiscal year or when the temporary work has been completed. A temporary employee may be a part-time or a full-time employee.

STATUTORY AUTHORITY:

1001.41, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED:

288.061, 448.095, 1001.43, 1012.22, F.S.

HISTORY:

ADOPTED: _____

REVISION DATE(S): _____

CHAPTER 6.00 – PERSONNEL

APPOINTMENT OR EMPLOYMENT REQUIREMENTS

6.103*

Any person desiring employment shall file a completed application on the form provided by the Superintendent.

I. Qualifications

- A. Must be of good moral character.
- B. Must have attained the age of eighteen (18) years with the exception of students employed by the Board.
- C. Must not be ineligible for employment under 1012.315, F.S., if applying for an instructional, administrative or any other position requiring direct contact with students.

II. Certificate Requirements

Each applicant for an instructional or a certificated administrative position shall hold a certificate, have a receipt from the Florida Department of Education acknowledging that an application has been filed and that issuance of the certificate is pending, or have the proper license to perform services.

- A. To be considered for a position, an applicant shall be duly qualified for that position in accordance with state law, regulations of the Florida Department of Education and the approved job description. If it appears that the applicant is eligible for proper certification, appointment may be made subject to the conditions set forth in the annual contract of employment as approved by the School Board.
- B. Any person not holding a valid Florida certificate at the time of employment shall be required, upon initial employment, to make application to the Florida Department of Education for such a certificate, through the Human Resources office of the District. When such certificate is received, it must be filed with the office of the

CHAPTER 6.00 – PERSONNEL

Superintendent. If the Department of Education declines to issue a certificate, the person's employment shall be terminated immediately. Failure to file such certificate, except for good cause as determined by the Superintendent, shall result in the termination of employment.

III. Interviews and Appointments

- A. Interview teams shall reasonably reflect the District's diverse racial, ethnic, and gender composition. Administrative, instructional and non-instructional employees, including community representatives, may be assigned to serve on interview teams.
- B. The Superintendent or designee shall monitor and ensure that appointments and assignments are consistent with the District's intent of maintaining a diverse work force.
- C. The Superintendent's designee, other than a school principal, may be given the authority to make a "conditional offer" for a teaching position; consistent with requirements found in current School Board Policy.

IV. Driving Record

- A. The driving record of each applicant for the position of school bus operator or for any position that would require the person to drive a School Board vehicle shall be reviewed to determine if the record contains any infractions of the driving code that would make the applicant unqualified for the position in accordance with the District safe driver plan.
- B. The driving record of each current school bus operator shall be reviewed prior to the first day of the fall semester and periodically during the school year to determine if the record contains any infractions of the driving code that would make the operator unqualified for the position in accordance with the District safe driver plan. The

CHAPTER 6.00 – PERSONNEL

driving record of any employee who is required to drive a School Board vehicle shall also be reviewed periodically during the year to determine whether the employee may continue in the position.

V. Criminal Background Check

A. Initial Employment

1. Any offer of employment with the School District is conditioned on submission of fingerprints as required by Florida Statute and a background investigation by the Superintendent or designee and District Criminal Background Check (CBC) committee. After a job offer, but prior to beginning employment with the District, all candidates for all positions must undergo a criminal and employment background check (including verification of work authorization status through the E-Verify system) to determine suitability for employment. The application for employment shall inform applicants they are subject to criminal background checks, and advise applicants that failure to be truthful on the application about prior criminal history will be grounds for ineligibility or dismissal from employment.
2. As a condition of employment and prior to beginning work, an applicant who has received a conditional job offer must file a complete set of fingerprints taken by an authorized law enforcement officer or an employee of the District trained to take fingerprints. The fingerprints shall be processed by the Florida Department of Law Enforcement (FDLE) and the Federal Bureau of Investigation (FBI). The applicant shall be required to pay for full costs of processing at the time of fingerprinting.
3. A Criminal Background Check (CBC) committee shall be established to review the criminal history of all persons nominated for initial employment. The CBC committee shall obtain criminal background information for applicants through requests to the Florida Department of Law Enforcement (FDLE)

CHAPTER 6.00 – PERSONNEL

and the Federal Bureau of Investigation (FBI). The CBC committee shall include, but not be limited to, the Director of Human Resources, the District EEO Officer, and a representative of the County Sheriff's Department.

4. When the fingerprint or background check reports are returned, the committee shall review both the application and the report(s) concerning the individual. The CBC committee will compare the information provided by the new employee with the information received from the FDLE and/or the FBI pursuant to Florida Statute.
5. The Superintendent or designee shall conduct employment history checks of applicants for instructional, administrative or any other positions requiring direct contact with students. The employment history check shall include, but not be limited to, screening through the use of educator screening tools described in law and contact with each previous employer. All findings shall be documented. If the Superintendent is unable to contact a previous employer, he/she shall document all efforts to contact the previous employer. For all other applicants, the CBC committee or its designee shall contact or attempt to contact all prior employers for a minimum of the past ten (10) years and all private or public educational institutions by which the applicant was previously employed while age eighteen (18) or older. The committee shall document all attempts to contact previous employers.
6. No applicant who has received a conditional job offer shall begin work before his/her fingerprints are processed, the criminal and pre-employment investigation is completed, and a determination is rendered as to suitability for employment.
7. Based upon the facts of an application, criminal background check or other valid or reliable data sources, applicants who are, or have been convicted of certain serious offenses may be denied

CHAPTER 6.00 – PERSONNEL

employment by the School District. As used in this section the term conviction is defined as a finding of guilt, a plea of guilty, or a plea of *nolo contendere*, or a verdict of guilty. The withholding of adjudication or the entry of an order sealing or expunging the record requiring a pre-trial intervention or pre-trial diversion shall not be considered an exception to this section. Other information derived from the pre-employment investigation, which indicates the applicant may not be suitable for employment by the School District, may be grounds for denying employment to an applicant.

8. An applicant shall be disqualified from employment in any position requiring direct contact with students if he/she is ineligible for employment under 1012.315, F.S.
9. Any instructional or noninstructional persons under contract to the School District to operate student programs, student teacher, persons participating in short-term teacher assistance experiences or field experiences who have district contact with students must meet the requirements of V.A.1., 2., 5. and 6. Such persons may not be in direct contact with students if ineligible under 1012.315, F.S.

B. Current Employees

1. Whenever a personnel investigation of a complaint against an employee is required, a criminal background check may be conducted as part of the investigation.
2. If it is discovered during the period of employment that a regular employee has a prior criminal record and that the employee was requested to provide this information at the time of hire, but did not do so, the employee may be subject to disciplinary action, including dismissal for submitting false information on the employment application, or otherwise having misled the District.

CHAPTER 6.00 – PERSONNEL

3. If it is discovered during the period of employment that an employee has a prior criminal record and no falsification of an application nor attempt to mislead occurred, the record shall be reviewed by the CBC committee. The committee shall consider all information, including any mitigating conditions, and report findings of fact, possible mitigating circumstances and recommendations for action to the Superintendent. The employee shall have the opportunity to respond in writing to the findings and recommendation. The Superintendent shall review the record, recommendation and response before taking appropriate action. Appeal of the Superintendent's action shall follow collective bargaining agreements or School Board policy, as appropriate.
4. Instructional personnel and noninstructional or contractual personnel who have direct contact with students or have access to or control of school funds must meet the screening requirements described in law every five (5) years. Personnel whose fingerprints have not been maintained by the Department of Law Enforcement are required to be refingerprinted.
5. An employee whose criminal record after employment would disqualify him/her from employment shall be subject to disciplinary action up to and including termination.

VI. Drug Testing

A. Initial Employment

1. A negative drug screen will be a requirement of initial employment. An applicant who has been offered a position will be referred to a Board approved, independent, certified laboratory. The drug screen must be conducted within thirty (30)

CHAPTER 6.00 – PERSONNEL

days prior to employment. The cost of the drug screening will be the responsibility of the applicant.

2. Applicants testing positive will not be eligible for employment by the School Board for one (1) year from the date of the test. Refusal to participate in the drug screening will prohibit an applicant from employment with the Board.

B. Current Employees

1. An employee may be subject to drug testing based on a reasonable belief that he/she is using or has used drugs in violation of the Drug-free Workplace policy.
2. An employee may be subject to follow up testing at the recommendation of a substance abuse professional or medical review officer.
3. An employee shall be subject to a drug screen immediately following a work related accident or injury.
4. An employee who is subject to the requirements of the Omnibus Transportation Employees Testing Act (OTETA) shall be subject to random drug testing, post accident drug testing and return to duty testing as required by federal law.

VII. Acceptance of Appointment

Failure to signify acceptance of appointment within ten (10) days after receipt of the official notice of appointment shall be considered a rejection of the offer and the position shall be declared vacant.

VIII. Reconsideration and Appeal

CHAPTER 6.00 – PERSONNEL

- A. Applicants who have been denied employment, and probationary employees who have been denied permanent employment, on the basis of their criminal record, drug screening and/or background check, may request reconsideration by the CBC committee only if they present new information not previously available to the committee.
 - B. Applicants who have been denied employment, and probationary employees who have denied permanent employment, because of their criminal record, drug screening and/or background check, may appeal to the Superintendent. Applicants and probationary employees shall receive written notice of the right to appeal the decision by the CBC committee to the Superintendent. Their appeal must be in writing, and may respond to the findings and decision of the CBC committee. If new information is to be submitted, the applicant must first request reconsideration by the CBC Committee. The Superintendent's decision shall be final.
- IX. The District shall ensure that all aspects of the recruitment and selection process are job-related and are consistent with business necessity so as to ensure equal employment opportunity. Neither the District nor its agents shall engage in any discrimination with respect to employment in violation of any state or federal laws. Applicants shall be informed of the complaint procedure that may be used should they allege discrimination.

STATUTORY AUTHORITY:

1001.41, 1012.22, 1012.23, F.S.

LAW(S) IMPLEMENTED: 288.061, 381.0056, 448.095, 1001.42, 1001.43, 1012.01, 1012.22, 1012.27, 1012.315, 1012.32, 1012.39, 1012.465, 1012.55, 1012.56, F.S.

STATE BOARD OF EDUCATION RULE(S):

6A-3.0141

HISTORY:

ADOPTED: _____

REVISION DATE(S): 12/14/99, 11/21/2000, 7/28/09, 3/25/2014

CHAPTER 8.00 – AUXILIARY SERVICES

SCHOOL CONSTRUCTION BIDS

8.27

POLICY:

- I. All school construction bids shall be the immediate responsibility of the Superintendent or designee. All applicable Florida Statutes, State Board of Education Rules, and School Board Rules shall be observed in school construction bid procedures.
- II. The Superintendent or designee shall be responsible for preparing the legal notice for bids and shall determine that such notice meets the requirements of Florida Statutes and State Board of Education Rules and contains the information needed by the prospective bidders to include the following:
 - A. Date, time and place relating to submitting of bids;
 - B. Procedures for presenting bids;
 - C. Conditions and terms for receiving bids;
 - D. Procedures to be followed in opening and presenting bids to the School Board; and,
 - E. Conditions for awarding contracts based on bids.
- III. Bid bonds may be required on new construction and any renovations or remodeling exceeding twenty-five thousand dollars (\$25,000.00).
- IV. These provisions shall be followed for construction bids:
 - A. The bid time and date shall be established by the School Board after the Superintendent's recommendation.
 - B. Bids shall be opened at the designated time in the invitation to bid. At the designated time, the person presiding shall inquire if all bids have been received; no other bids shall be accepted

CHAPTER 8.00 – AUXILIARY SERVICES

and no bid may be withdrawn after the deadline. Negligence on the part of the bidder in preparing the bid shall confer no right for withdrawal after the designated time for opening of bids. Bids by telegram shall not be accepted nor shall any other type of bid be accepted which cannot be classified as a sealed bid. Bids received by mail shall be stamped with the time and date received by the Purchasing Office.

- C. All bids shall be opened, read aloud, and recorded in the presence of all persons.
- D. Each bid shall be accompanied by a bid bond, if required, a certified check, or a cashier's check in an amount equal to five percent (5%) of the total amount of the bid. Failure to include such bond shall automatically disqualify the bid from further consideration.
- E. Every contractor and subcontractor desiring to enter into a contract with the school district shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
 - 1. Contractor must provide evidence of compliance with Florida Statute Section 448.095. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.
 - 2. Contractors entering into contracts with a subcontractor, must have an affidavit from the subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
 - 3. Contractor shall provide a copy of sub-contractor affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

CHAPTER 8.00 – AUXILIARY SERVICES

4. Failure to comply with this provision is a material breach of an 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).
- F. Unless all bids are rejected by the School Board for valid reasons, the contract shall be awarded to the lowest responsible, or best bidder meeting all requirements and specifications.
- G. The School Board shall approve all subcontractors. When a construction contract has been awarded to a contractor on the basis of proper bids, payments on that contract shall be made on a scheduled basis in an amount approved by the architect. This amount shall consider the ten percent (10%) hold-back required by Florida Statutes. Upon completion of the construction, the final payment shall be made only on the School Board's approval after proper inspection of the facilities.
- V. The specifications for construction bids may not be written to limit any purchase of systems or materials to a specific brand or a single source of supply, unless the School Board, after consideration of all available alternative materials and system, determines that the specifications of a sole material or system is justifiable, based upon its cost interchangeability.
- VI. All bid requests shall include a notification to bidders that failure to file a bid protest within the time and in the manner prescribed by School Board rule shall constitute a waiver of any further right to protest such bid award.

CHAPTER 8.00 – AUXILIARY SERVICES

STATUTORY AUTHORITY:

1001.42, F.S.

LAWS IMPLEMENTED:

255.04; 287.055; 287.057;
288.061, 448.095, 1001.43;

1013.46-.48, F.S.

History:

Adopted:

Revision Date(s): 2/22/11

Formerly: FEF; FEH

AN AGREEMENT

Between

SUWANNEE COUNTY SCHOOL BOARD

And

Airport Clinic Inc.

This Agreement is entered into on the date of execution by both parties between the Suwannee County School Board (SCSB) and Airport Clinic Inc. (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 and 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;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, 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 beginning the date of execution by both parties through June 30, 2021; and shall be renewed from year to year unless otherwise notified in writing as in paragraph #2 above.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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 and Patient Care Technician programs.

II. THE HEALTHCARE AGENCY'S RESPONSIBILITY

1. To share in the responsibility for the education of health care students in the Practical Nurse Education and Patient Care Technician and Home Health Aide programs 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. Ascribes 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.

3. To maintain standards of the programs as recommended and prescribed by all governing bodies and accrediting agencies regulating the programs.
4. 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.
5. To employ qualified employees in the programs as administrators and instructors. The RTC agrees to the responsibility of interpreting the objectives of the 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.
6. To be responsible for the educational supervision of students in the program.
7. 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 submitted in writing, following a verbal request, 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.
8. Maintain individual records of classes, student activities, and competencies.
9. Maintain strict confidentiality regarding all patient-centered information.
10. 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 commencing 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

The Provider agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder 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 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The Provider 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 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement.

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.
2. Nothing in this Agreement shall be construed to create an employer/employee relationship between the RTC students and the Healthcare Agency.
3. 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

- 1.1 This Agreement will 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.
- 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

1. 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 2020-2021 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.
- 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).

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
Live Oak, Florida**

BY: _____ DATE: _____
Ted L. Roush
Superintendent of Schools

BY: _____ DATE: _____
Ed daSilva, Chairman
Suwannee County School Board

"Approved as to Form and Sufficiency
BY _____

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

Airport Clinic Inc.

**704 Gil Harbin Industrial Blvd
Valdosta, GA 31601**

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 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.

**RESOLUTION
AFFIRMING PARTICIPATION IN THE
SMALL SCHOOL DISTRICT COUNCIL CONSORTIUM**

WHEREAS, the Suwannee County School Board believes there is a need to have educational information, interpretation, and consultation on issues relating to small and rural communities that is not independently available, and

WHEREAS, the cost of providing such services independently for the School Board would make the cost prohibitive, and

WHEREAS, the needed services are provided through the Small School District Council Consortium, and

WHEREAS, the Suwannee County School District has participated in the consortium in previous years by official action of the Board and payment of the annual fee,

NOW THEREFORE BE IT RESOLVED that the Suwannee County School Board authorizes the participation in the Small School District Council Consortium for fiscal year 2020-2021 and as such agrees to pay \$3,250.00 to the designated Fiscal Agent upon invoice for participation fees.

BE IT FURTHER RESOLVED that the SSDCC Fiscal Agent shall be the contracting agent for the employment and payment of consulting services and associated program costs.

Adopted by the Suwannee County School Board in Regular Session at Live Oak, Florida on the 25th day of August, 2020.

BY:

Ed DaSilva, Chairman, Suwannee County School Board

ATTEST:

Ted L. Roush, Superintendent, Suwannee County School District

"Approved as to Form and Sufficiency

BY _____

Leonard J. Dietzen, III

Rumberger, Kirk & Caldwell, P.A.

Suwannee School Board Attorney"

SUWANNEE COUNTY SCHOOL BOARD
PUBLIC HEARING
August 3, 2020

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 Vice Chairman Tim Alcorn, Jerry Taylor, and Ronald White, along with Superintendent Ted Roush, Chief Financial Officer Vickie DePratter, and Administrative Secretary Karen Lager. School Board Member Catherine Cason, Chairman Ed daSilva, and School Board Attorney Leonard Dietzen were absent.

UTSC President Eric Rodriguez was also present.

Vice Chairman Alcorn called the hearing to order at 5:30 p.m. for the purpose of adopting the Tentative Millage rates for the 2020-2021 school year and the Tentative Budget for 2020-2021 school year.

This Public Hearing is held for the purpose of adopting the Tentative Millage rates for the 2020-2021 school year and the Tentative Budget for the 2020-2021 school year.

The Tentative Millage rates set for the 2020-2021 school year are as follows:

Required Local Effort	=	3.753
Prior Period Funding Adjustment	=	.021
Discretionary Operating	=	.748
Capital Outlay	=	<u>1.500</u>
Total	=	6.022

The Tentative Millage is less than the roll back rate by 2.70 percent.

The Required Local Effort is 3.753 mills and is set by the State. This is a decrease of .155 mills from the 2019-2020 rate.

The Prior Period Funding Adjustment is .021 mills and is required to be levied by the District in addition to the Required Local Effort.

The Discretionary Operating Millage is set by the Board and is .748 mills. This is the same millage rate as in 2019-2020.

The Capital Outlay is 1.500 mills. This is the same millage rate as in 2019-2020.

- 1) Vice Chairman Alcorn called for questions or comments from the public concerning the Tentative Millage rates.

➤ Eric Rodriguez questioned the decreases. Mrs. DePratter responded.

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

- 2) MOTION by Mr. Taylor, second by Mr. White, for approval to adopt Tentative Millage rates for 2020-2021 as follows:

Required Local Effort	=	3.753
Prior Period Funding Adjustment	=	.021
Basic Discretionary	=	.748
Capital Outlay	=	1.500

MOTION CARRIED UNANIMOUSLY

- 3) MOTION by Mr. Taylor, second by Mr. White, for approval to adopt Tentative Budget for 2020-2021. MOTION CARRIED UNANIMOUSLY

The public hearing adjourned at 5:49 p.m.



Ashford Services, Inc.

August 3, 2020

Suwannee County School Board
1740 South Ohio Avenue
Live Oak, FL 32064

Dear Board Members,

When working on the bid renewal in Microsoft Excel, we were focused on the items that had increased in price and for which we had documentation. Once we entered the new pricing for the items that increased in price, we started to copy and paste the pricing from last year for all the items that did not increase in price. Beginning with item CS-035, we mistakenly started copying pricing from the column that included our cost from 2019 on those items instead of copying the pricing that remained the same as last year's bid.

This was a big mistake on our part but hope this will clarify why we need to rework the pricing list.

Thank you for your consideration.

Regards,

Earl A. Hurst
President

	ITEM #	DESCRIPTION	UNIT TYPE	2019-20 Bid Price	Proposed Price Submitted in Error (approved 07/28/20 Regular Board Meeting)	Proposed Price *Corrected to reflect approved 2019-20 Bid Price	
CS-001	10054	Angle Broom	EACH	4.33		4.33	
CS-002	304	Corn Broom	EACH	6.38		6.38	
CS-003	24986	Looped Wet Mop 24 oz Blue	EACH	4.08		4.22	
CS-004	24991	Looped Cotton Mop 20 oz White	EACH	3.52		3.64	
CS-005	19167	Wet Mop, Microfiber Medium	EACH	8.50		8.50	
CS-006	19168	Wet Mop, Microfiber Large	EACH	9.60		9.60	
CS-007	19170	Flat Mop 18" Easy Scrub	EACH	4.10		4.10	
CS-008	19070	Flat Mop 18" Blue Wavehook B18	EACH	10.83		10.83	
CS-009	19069	Flat Mop 18" Red Wavehook R18	EACH	10.83		10.83	
CS-010	19178	Flat Mop Microfiber Scrubber Pad (for Grout)	EACH	5.21		5.21	
CS-011	19071	Flat Mop 24" Blue Wavehook B24	EACH	15.57		15.57	
CS-012	191635/19284	Microfiber Dust Mop 5x24	EACH	7.83		7.83	
CS-013	191636/19285	Microfiber Dust Mop 5x36	EACH	10.81		10.81	
CS-014	191637/19286	Microfiber Dust Mop 5x48	EACH	13.93		13.93	
CS-015	2024	24oz Rayon Cut-End String Mop	EACH	3.24		3.24	
CS-016	1016	16oz Cotton Cut-End String Mop	EACH	2.08		2.08	
CS-017	8301621	Velcro Wet Flat Mop - Blue	EACH	2.98		2.98	
CS-018	19015	24" Fringed Microfiber Dust Mop	EACH	8.78		8.78	
CS-019	19016	48" Fringed Microfiber Dust Mop	EACH	11.96		11.96	
CS-020	24524	Dust Mop Frame 5x24	EACH	2.30		2.30	
CS-021	24536	Dust Mop Frame 5x36	EACH	2.93		2.93	
CS-022	24548	Dust Mop Frame 5x48	EACH	3.76		3.76	
CS-023	1104	Wood Broom Handle Threaded w/metal 60"	EACH	2.81		2.81	
CS-024	1208/19327	Gripper Mop Handle 60" Fiberglass	EACH	8.13		8.13	
CS-025	1406	Dust Mop Handle w/Metal Tip Clip	EACH	5.32		5.32	
CS-026	96948/19330	18" Flat Mop Frame w/54" Metal Handle	SET	18.75		19.29	
CS-027	96951	24" Flat Mop Frame w/54" Metal Handle	SET	21.10		22.05	
CS-028	19181	8' Telescopic Pole 15/16" threaded tip	EACH	12.82		14.36	
CS-029	6222	SS Squegee Handle Rubber Grip 12"	EACH	15.97		17.57	
CS-030		Short Handle for Flat Mop	EACH				
CS-031	54206	14" White Floor Pads	CASE	8.81		9.13	
CS-032	52005	20" Stripper Pads Black High Pro	CASE	15.42		15.94	
CS-033	54212	20" Polishing White Floor Pads	CASE	12.95		13.10	
CS-034	57804	20" Burnishing Pads hogs hair	CASE	12.94		13.44	
CS-035	19182	19" Bonnet w/scrub strip	EACH	20.95	13.55	20.95	*
CS-036	54279	20" Red Floor Pads	CASE	20.09	20.09	20.09	*
CS-037	18871	12" White Floor Pad	CASE	7.11	5.53	7.11	*
CS-038	14707	Wax Stripper - Devastator 5 gallon bag-in-box	BIB	97.15		99.67	
CS-039	53407	Floor Finish - Explorer 5 gallon bag-in-box	BIB	81.63		83.59	
CS-040	34007	Sealer - Seal 340 5 gallon bag-in-box	BIB	81.20		83.16	
CS-041	53804	I.I.R. 2000 Mop On Restorer	QUART	6.63		6.78	
CS-042	53806	I.I.R. 2000 Mop On Restorer	GALLON	17.90		18.32	
CS-043	21906	Nutra-Rinse	GALLON	18.43		18.85	
CS-044	83425	Arsenal 1 Recoat Prep 2.5L Bottle 4ea/cs	EACH	20.88		21.24	
CS-045	84025	Arsenal 1 Degreaser - HD 2.5L Bottle 4ea/cs	EACH	19.16		19.58	
CS-046	81625	Arsenal 1 Re-Juv-Nal 2.5L Bottle 4ea/cs	EACH	12.90		13.19	
CS-047	47006	Liquid Enzyme II	GALLON	12.14		12.41	
CS-048	21506	Super High-Tone Dust Mop Treatment	GALLON	25.52		26.13	
CS-049	12504	Extra Strength CSP	QUART	6.20		6.34	
CS-050	80225	Arsenal 1 Window Clean+ 2.5L Bottle 4ea/cs	EACH	22.69		23.21	
CS-051	81025	Arsenal 1 Top Clean 2.5L Bottle 4ea/cs	EACH	24.16		24.72	
CS-052	100904	AlkRC Acid-Free Restroom Cleaner 12qt/cs	QUART	2.53		2.59	
CS-053	10204	Illiyard Germicidal Bowl Cleaner 23% HCL 12qt/cs	QUART	2.63	1.70	2.63	*
CS-054	10404	Liquid Swabby II - Bowl Cleaner 12qt/cs	QUART	2.30	1.67	2.30	*
CS-055	83825	Arsenal 1 Suprox Multi-Purpose 2.5L Bottle 4ea/cs	EACH	18.81		19.24	

	ITEM #	DESCRIPTION	UNIT TYPE	2019-20 Bid Price	Proposed Price Submitted in Error (approved 07/28/20 Regular Board Meeting	Proposed Price *Corrected to reflect approved 2019-20 Bid Price	
CS-056	47706	Mariner (Kiavac) Cleaner 4gal/cs	GALLON	22.07		22.58	
CS-057	18306	Defoamer II 4gal/cs	GALLON	20.87		21.35	
CS-058	82525	Arsenal 1 Sanitizer 2.5L Bottle 4ea/cs	EACH	15.98		16.35	
CS-059	17906	Hillyard Lemon Disinfectant 4gal/cs	GALLON	12.71		12.98	
CS-060	14306	Citrus-Scrub 4gal/cs	GALLON	26.19		26.76	
CS-061	18706	Herbal Odor Counteractant 4gal/cs	GALLON	21.20		21.67	
CS-061	18606	Lemon Odor Counteractant 4gal/cs	GALLON	21.20		21.67	
CS-062	46606	Take Down - Cherry 4gal/cs	GALLON	21.58		22.07	
CS-062	46706	Take Down - Green Apple 4gal/cs	GALLON	21.58		22.07	
CS-062	46806	Take Down - Fresh & Clean 4gal/cs	GALLON	21.58		22.07	
CS-063	1438	HOST Dry Carpet Cleaner SJ 2.2 lb/bag, 12bags/cs	CASE	155.00	124.00	155.00	*
CS-064	4128	HOST Dry Carpet Cleaner 12lb/bucket	BUCKET	34.75	28.00	34.75	*
CS-065	90904	Carpet Spotter Gel 12qt/cs	QUART	5.81		5.93	
CS-066	95	Proteam Super Coach Vac Bags 10 bags/pack	PACK	10.40	8.62	10.40	*
CS-066	19000	Proteam Double Swivel Cuff	EACH	7.27	5.28	7.27	*
CS-067	17047	Royal Type B Vac Bags 10 bags/pack	PACK	11.54		12.30	
CS-068	18825	Royal Vacuum Belt	EACH	3.00		3.23	
CS-069	19039	Royal Vacuum Brush Roller	EACH	52.00	39.99	52.00	*
CS-070	679	Electrolux SC679J Vacuum	EACH	164.25		167.34	
CS-071	30563	Belt for Electrolux SC679J Vacuum	EACH	1.20		1.33	
CS-072	53270	Metal Distributor for Electrolux SC679J Vacuum	EACH	20.50		23.62	
CS-073	56330690	Vacuum Bags for Advance Carpetriever 28	CASE	58.50	49.99	58.50	*
CS-074	1008	26qt Mop Bucket w/Wringer	EACH	44.31	30.50	44.31	*
CS-075	1007	35qt Mop Bucket w/Wringer	EACH	47.32	31.51	47.32	*
CS-076	174	Blue Janitor Cart	EACH	130.00	102.00	130.00	*
CS-077	176	Vinyl Janitor Cart Replacement Bag	EACH	24.83	23.88	24.83	*
CS-078	18851	Wet Floor Signs English/Spanish	EACH	5.43	4.34	5.43	*
CS-079	1530	Long Handle Floor Scraper	EACH	15.60	11.88	15.60	*
CS-080	1600305	Scraper Blades 10 ea/pkg	PACK	6.07	4.65	6.07	*
CS-081	378000	Pumice Block 12ea/box	EACH	2.48	1.85	2.48	*
CS-082	7150/30312	Amazing Sponge Vandal Mark Remover/Glacier HSP	EACH	1.20	0.70	1.20	*
CS-083	7458	Window Squeegee/Scrubber	EACH	3.52	2.75	3.52	*
CS-084	622218	Squeegee Blades 12" 6ea/bag	BAG	11.44		13.06	
CS-085	30035	Strip Washer Complete - 14"	EACH	15.50	11.27	15.50	*
CS-086	93126	Putty Knife	EACH	2.37		2.47	
CS-087	2000	Toilet Bowl Mop 12ea/cs	EACH	0.66	0.46	0.66	*
CS-088	19195	Spray Bottle Clear 32oz Quantity Marks	EACH	0.80	0.60	0.80	*
CS-089	5700	Ergonomic Trigger Sprayer	EACH	0.65	0.55	0.65	*
CS-090	7313	Treads Stripping Boots (Must State Size)	EACH	45.51	36.49	45.51	*
CS-091	2211661	Powder Free Vinyl Gloves - Small 10bx/cs	BOX	3.47	1.80	3.47	*
CS-091	2211662	Powder Free Vinyl Gloves - Medium 10bx/cs	BOX	3.47	1.80	3.47	*
CS-091	2211663	Powder Free Vinyl Gloves - Large 10bx/cs	BOX	3.47	1.80	3.47	*
CS-091	2211664	Powder Free Vinyl Gloves - X-Large 10bx/cs	BOX	3.47	1.80	3.47	*
CS-092	22151011	Powdered Vinyl Gloves - Small 10bx/cs	BOX	3.37	1.70	3.37	*
CS-092	22151012	Powdered Vinyl Gloves - Medium 10bx/cs	BOX	3.37	1.70	3.37	*
CS-092	22151013	Powdered Vinyl Gloves - Large 10bx/cs	BOX	3.37	1.70	3.37	*
CS-092	22151014	Powdered Vinyl Gloves - X-Large 10bx/cs	BOX	3.37	1.70	3.37	*
CS-093	149202	Powder Free Nitrile Gloves - Medium 10bx/cs	BOX	6.42	4.33	6.42	*
CS-093	149203	Powder Free Nitrile Gloves - Large 10bx/cs	BOX	6.42	4.33	6.42	*
CS-093	149204	Powder Free Nitrile Gloves - X-Large 10bx/cs	BOX	6.42	4.33	6.42	*
CS-094	32101	Doodlebug Pad Holder	EACH	5.96	4.00	5.96	*
CS-095	522072	Doodlebug Black Pads 5 ea/pk	PACK	6.74	3.75	6.74	*
CS-096	196	Green Medium Duty Scour Pad 20ea/cs	CASE	6.97	4.43	6.97	*
CS-097	9210	Lobby Dust Pan	EACH	9.50	5.42	9.50	*
CS-098	96460	Cob Web Duster w/Extension Handle	EACH	9.50	7.85	9.50	*
CS-099	96461	Cob Web Duster Refill Head	EACH	5.72	4.56	5.72	*

	ITEM #	DESCRIPTION	UNIT TYPE	2019-20 Bid Price	Proposed Price Submitted in Error (approved 07/28/20 Regular Board Meeting)	Proposed Price *Corrected to reflect approved 2019-20 Bid Price	
CS-100	413100	Dust Masks 50 masks/box	BOX	6.00		N/A	
CS-101	41101	Blue Truck Towels 10lb Box	BOX	26.45		26.48	
CS-102	8301616	Microfiber Towels - Yellow 12ea/pack	EACH	0.93	0.56	0.93	*
CS-102	8301617	Microfiber Towels - Green 12ea/pack	EACH	0.93	0.56	0.93	*
CS-102	8301618	Microfiber Towels - Blue 12ea/pack	EACH	0.93	0.56	0.93	*
CS-102	8301619	Microfiber Towels - Red 12ea/pack	EACH	0.93	0.56	0.93	*
CS-103	18824	Dirty Grout Demon	EACH	14.11		14.86	
CS-104	520	Toilet Plunger	EACH	5.34	3.56	5.34	*
CS-105	296	Ant & Roach Spray 12 cn/cs	CAN	4.99		5.11	
CS-106	105255	Lemon Furniture Polish 12 cn/cs	CAN	3.07		3.15	
CS-107	103055	Gum Remover 12 cn/cs	CAN	3.52		2.59	
CS-108	105055	Graffiti Remover 12cn/cs	CAN	3.96		4.04	
CS-109	5	Wasp & Hornet Spray 12 cn/cs	CAN	4.69		4.81	
CS-110	103955	Germicidal Foaming Spray 12 cn/cs	CAN	2.94		3.00	
CS-111	103455	Stainless Steel Cleaner - Oil Based 12 cn/cs	CAN	3.82		3.91	
CS-112	113455	Stainless Steel Cleaner - Water Based 12cn/cs	CAN	3.70		3.79	
CS-113	103655	Jell Baseboard Stripper 12 cn/cs	CAN	3.80		3.89	
CS-114	113155	IID Multi-Purpose Cleaner	CAN	2.46		2.52	
CS-115	3200	32 Gallon Garbage Can w/o Lid	EACH	21.28	15.60	21.28	*
CS-116	3448	44 Gallon Garbage Can w/o Lid	EACH	35.00	26.25	35.00	*
CS-117	18960	28qt Black Waste Basket	EACH	6.05		6.95	
CS-118	3244	Dolly for Garbage Cans	EACH	30.00	24.95	30.00	*
CS-119	404817	Linens Black 40x48 17Mic 250/cs	CASE	30.50	21.09	30.50	*
CS-120	242406	Linens Clear 24x24 6Mic 1000/cs	CASE	15.20	9.86	15.20	*
CS-121	2433061	Linens Clear 24x33 6mic 1000/cs	CASE	20.75	12.55	20.75	*
CS-122	303719	Linens 30 x 37 Clear 19mic 250/cs	CASE	21.50	13.75	21.50	*
CS-123	386022	Linens Black 38x60 22mic 150/cs	CASE	29.00	19.80	29.00	*
CS-124	404819	Linens 40 x 48 Clear 19mic 200/cs	CASE	27.51	19.02	27.51	*
CS-125	434816	Linens 43 x 48 Clear 16mic 200/cs	CASE	28.00	20.46	28.00	*
CS-126	8802	880-B White Hardwound Roll Towels 6rl/cs	CASE	28.50	21.40	28.50	*
CS-127	88014	880-N Brown Hardwound Roll Towels 6rl/cs	CASE	24.35	17.70	24.35	*
CS-128	880149	880-NI I-Cut Brown Hardwound Roll Towels 6rl/cs	CASE	31.80	23.00	31.80	*
CS-129	86314	863-N Brown Hardwound Roll Towels 12rl/cs	CASE	34.16	27.60	34.16	*
CS-130	548	Multi-Fold Towels White 4000/cs	CASE	21.53	17.10	21.53	*
CS-131	54811	Multi-Fold Towels Brown 4000/cs	CASE	18.97	14.70	18.97	*
CS-132	4100	Kitchen Roll Towels 85shts 30rl/cs	CASE	26.58	19.20	26.58	*
CS-134	1077	1077T White 1-Ply Centerpull Towels 6rl/cs	CASE	34.35	24.50	34.35	*
CS-135	19901	S901 Wipers 100/bx 9bx/cs	CASE	57.00	26.30	57.00	*
CS-136	1209	JRT Toilet Paper 2ply 1000' 12rl/cs	CASE	28.10	35.80	28.10	*
CS-137	5022	Feather Soft TP 2ply 500shts 96rl/cs	CASE	43.40	23.00	43.40	*
CS-138	619	Baywest Green Seal TP 36rl/cs	CASE	54.88	31.90	54.88	*
CS-139	512006	Gojo Dispenser for Sanitizer Free	EACH	FREE		FREE	
CS-140	8864	Roll Towel Dispenser Free	EACH	FREE		FREE	
CS-141	154222	JRT Toilet Paper Dispenser Free	EACH	FREE		FREE	
CS-142	6622	Centerpull Dispenser Free	EACH	FREE		FREE	
CS-143	91128	Deb Curved Hand Soap Dispenser Free	EACH	FREE		FREE	
CS-144	99700	Arsenal 1 Wall Mount Dispenser Free	EACH	FREE		FREE	
CS-145	99705	Arsenal 1 Portable Dilution Control Kit	KIT	FREE		FREE	
CS-146	99706	Arsenal 1 Dispensing Gun	EACH	FREE		FREE	
CS-147	572504	Aero Green Foaming Hand Soap 8ea/cs	CASE	65.90	55.60	65.90	*
CS-148	37706	Green Select Liquid Hand Soap 4gal/cs	GALLON	10.09	7.65	10.09	*
CS-149	18895	Defend Antimicrobial Hand Soap 4gal/cs	GALLON	10.50	8.00	10.50	*
CS-150	1616077	Waxed Sanitary Bags 500/cs	CASE	21.10	16.60	21.10	*
CS-151	1292010	Red Bio Bags 24X23 1.0 Mil 200/cs	BOX	18.67		19.76	

	ITEM #	DESCRIPTION	UNIT TYPE	2019-20 Bid Price	Proposed Price Submitted in Error (approved 07/28/20- Regular Board Meeting	Proposed Price *Corrected to reflect approved 2019-20 Bid Price	
CS-152	404613	Red Bio Bags 40x46 1.30 Mil 100/cs	BOX	34.03	22.82	34.03	*
CS-153	19119	Sharp Container - 2 Gallon	EACH	7.23	4.52	7.23	*
CS-154	15028	Odor Out Lemon 12 ea/cs	CASE	30.23	24.12	30.23	*
CS-155	165	Urinal Screens w/Cherry Block 12ea/cs	CASE	20.60	15.84	20.60	*
CS-156	519203	Purell Hand Sanitizer 5192-03 1200ml Refill 3ea/cs	EACH	76.86		N/A	
CS-157	19177	Clear Safety Glasses	PAIR	1.50	0.80	1.50	*

Suwannee County School District
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According to Section 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
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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		

Rule 6A-1.094224, F.A.C.

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Effective October 2018

Updated December 20, 2019



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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
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Rule 6A-1.094224, F.A.C.

Form ARM 001

Effective October 2018

Updated December 20, 2019



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Suwannee County School District
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Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FLKRS	Kindergarten	July 13–October 16, 2020	August 10–September 18, 2020	CBT ¹	15–20 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 1: September–October 2020	N/A	PBT	Varies/Untimed	June 2021
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	September 14–October 2, 2020	September 14–October 2 (or Oct. 23 per FLDOE), 2020	CBT ¹	180 minutes ²	October 2020
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	September 14–October 2, 2020	September 14–October 2 (or Oct. 23 per FLDOE), 2020	CBT ¹	160 minutes ³	October 2020
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 2020	N/A	PBT	Varies/Untimed	June 2021
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	November 30–December 18, 2020	November 20–December 18, 2020	CBT ¹	180 minutes ²	January 2021
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	November 30–December 18, 2020	November 20–December 18, 2020	CBT ¹	160 minutes ³	January 2021



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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 2021	N/A	PBT	Varies/Untimed	June 2021
FSAA—Performance Task ⁵	Grades 3–8 ELA & Mathematics; Grades 4–8 Writing; Grades 5 & 8 Science; and Civics EOC	March 1–April 16, 2021	March 1–April 16, 2021	PBT	Varies/Untimed	June 2021
FSAA—Performance Task ⁵	Grades 9 & 10 ELA; Grades 9 & 10 Writing; and Algebra 1, Biology 1, Geometry, and U.S. History EOCs	March 15–April 30, 2021	March 1–April 16, 2021	PBT	Varies/Untimed	June 2021
FSA ELA – Reading	Grade 3	April 5–16, 2021	April 5–16, 2021	PBT	160 minutes	May 2021
FSA ELA – Writing	Grades 4–6	April 5–16, 2021	April 5–16, 2021	PBT	120 minutes	June 2021
FSA ELA – Writing	Grades 7–10	April 5–16, 2021	April 5–16, 2021	CBT ¹	120 minutes	June 2021
FSA ELA – Reading	Grades 4–6	May 3–14, 2021	May 3–14, 2021	PBT	Grades 4–5 Reading: 160 minutes Grade 6 Reading: 170 minutes	June 2021
FSA Mathematics	Grades 3–6	May 3–14, 2021	May 3–14, 2021	PBT	Grades 3–5 Mathematics: 160 minutes Grade 6 Mathematics: 180 minutes	June 2021
FSA ELA – Reading	Grades 7–10	May 3–28, 2021	May 3–28, 2021	CBT ¹	Grades 7–8 Reading: 170 minutes Grades 9–10 Reading: 180 minutes	June 2021

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Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FSA Mathematics	Grades 7 and 8	May 3–28, 2021	May 3–28, 2021	CBT ¹	180 minutes	June 2021
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	May 3–28, 2021	May 3–28, 2021	CBT ¹	180 minutes ²	June 2021
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	May 3–28, 2021	May 3–28, 2021	CBT ¹	160 minutes ³	June 2021
NGSSS Statewide Science Assessment	Grades 5 and 8	May 10–21, 2021	May 10–21, 2021	PBT	160 minutes	June 2021
FSA Algebra 1 and Geometry EOC assessments	Students enrolled in associated courses	July 12–23, 2021	July 12–23, 2021	CBT ¹	180 minutes ²	August 2021
NGSSS Biology 1, Civics, and U.S. History EOC assessments	Students enrolled in associated courses	July 12–23, 2021	July 12–23, 2021	CBT ¹	160 minutes ³	August 2021

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—Datafolio 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.

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.

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 ⁴	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAIR	Grades 3–12	Assessment Period (AP) 1: July 31–November 6, 2020	N/A	CBT ¹	45 minutes	1 week after

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Assessment	Applicable Students ⁴	Statewide Window	District Window	Mode	Testing Time	Results Expected
PreACT	Grade 10	September–December 2020	N/A	PBT	150 minutes	Approximately 2 weeks after testing
ELA Grade 10 Retake – Writing		September 14–October 2, 2020	September 14–October 2, 2020	CBT ¹	120 minutes ²	December 2020
ELA Grade 10 Retake – Reading		September 14–October 2, 2020	September 14–October 2, 2020	CBT ¹	180 minutes ²	December 2020
FSAA—Performance Task ⁶ Grade 10 ELA and Algebra 1 EOC Makeup		September 28–October 16, 2020	September 28–October 16, 2020	PBT	Varies/Untimed	December 2020
PSAT/NMSQT	Grade 10	October 14, 2020	October 14, 2020	PBT	165 minutes	January 2021
FAIR	Grades 3–12	AP 2: November 9, 2020–February 12, 2021	N/A	CBT ¹	45 minutes	1 week after
ACCESS for ELLs	Grades K–12 currently classified as ELL with “LY” code	January 25–March 19, 2021	January 25–March 19, 2021	PBT	Kindergarten: 45 minutes Grades 1–12: 105–245 minutes (varies by grade-level/tier)	June 2021
Alternate ACCESS for ELLs	Grades 1–12 with significant cognitive disabilities and currently classified as ELL with “LY” code	January 25–March 19, 2021	January 25–March 19, 2021	PBT	80 minutes	June 2021
NAEP	Grades 4 and 8	January–March 2021	Have not been identified at this time to participate in this assessment.	CBT	90–120 minutes	Fall 2021 (<i>National, State, and Trial Urban District Assessment results</i>): Mathematics and Reading, Grades 4 and 8 Spring 2022 (<i>National results</i>): Grade 8 Civics and U.S. History

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Assessment	Applicable Students ⁴	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAIR	Grades 3–12	AP 3: February 15–June 11, 2021	N/A	CBT ¹	45 minutes	1 week after
ELA Grade 10 Retake – Writing		February 22–March 12, 2021	February 22–March 12, 2021	CBT ¹	120 minutes ²	May 2021
ELA Grade 10 Retake – Reading		February 22–March 12, 2021	February 22–March 12, 2021	CBT ¹	180 minutes ²	May 2021
FSA Algebra 1 Retake EOC ⁵		February 22–March 12, 2021	February 22–March 12, 2021	CBT ¹	180 minutes ²	May 2021

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 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.

⁶ 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.

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	August 17–September 11, November 30–January 8, April 12–May 21	CBT	120 minutes each; total 360 minutes	Immediate after completion
I-Ready ELA and Math Diagnostic	Grade 4–8 (ELA) Grades 4–7 (MA)	August 17–September 11, November 30–January 8, March 8–April 1	CBT	120 minutes each; total 360 minutes	Immediate after completion
Writing, Write Score and In-House	Kindergarten, Grade 1, Grade 2, Grade 3	November 16–20, March 1–5	Paper CBT if needed	60 minutes each; total 120 minutes	2–4 weeks



Suwannee County School District
2020–2021 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
Write Score	Grades 4-6	September 14-18, November 16-20, February 1-5	Paper CBT if needed	120 minutes each; total 360 minutes	2-4 weeks
Write Score	Grades 7-10	September 14-18, November 16-20, February 1-5	CBT	120 minutes each; total 360 minutes	2-4 weeks
Science Diagnostic	Grade 5, Grade 8	August 17-September 4. January 11-29	CBT	50 minutes; total 100 minutes	Immediate after completion
STAR Reading (ELA)	Grades 9-10	August 17-September 4. January 11-29	CBT	20 minutes each; total 40 minutes	Immediate after completion
STAR Math	Students enrolled in Algebra One (grade 8) and Geometry (grade 9)	August 17-September 4. January 11-29	CBT	20 minutes each; total 40 minutes	Immediate after completion
USH Diagnostic	Students enrolled in USH (grade 11)	August 17-September 4. January 11-29	CBT	50 minutes; total 100 minutes	Immediate after completion
Biology Diagnostic	Students enrolled in Biology (grade 10)	August 17-September 4. January 11-29	CBT	50 minutes; total 100 minutes	Immediate after completion
Civics Diagnostic	Grade 7	August 17-September 4. January 11-29	CBT	50 minutes; total 100 minutes	Immediate after completion
PSAT 8/9	Grade 8, Grade 9	October 14	Paper	165 minutes	January 2021

Suwannee County School District
2020–2021 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	480	500
1	0	480	480
2	0	480	480
3	320	480	800
4	440	720	1160
5	600	820	1440
6	470	720	1190
7	630	820	1450
8	630	845	1475
9	640	605	1245
10	480	540	1020
11	160	100	260
12	0	0	0

STUDENT RESIDENCY QUESTIONNAIRE

Your child/children may be eligible for additional educational services through Title 1 Part A, Title IX Part A Federal McKinney-Vento Assistance Act. Please answer the following questions to determine eligibility:

1. Please indicate if you and/or your family are presently living in one of the following situations:

- ☐ Emergency or transitional shelter or FEMA trailer (A)
- ☐ Family member or friend due to loss of housing, economic hardship or a similar reason; doubled up (B)
- ☐ Car, park, temporary trailer park or campground due to lack of adequate housing, public space, abandoned building, substandard housing, public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings or similar settings. (D)
- ☐ Hotel or motel. (E)
- ☐ Awaiting foster placement. (F)
- ☐ Not in the physical custody of a parent or a guardian (unaccompanied youth). (Y)



IF YOU ARE NOT LIVING IN ONE OF THE SITUATIONS ABOVE, STOP HERE!



2. If you indicated any of the living situations above, please indicate the cause.

- ☐ Man-made Disaster (Major) (D)
- ☐ Earthquake (E)
- ☐ Flooding (F)
- ☐ Hurricane (H)
- ☐ Mortgage Foreclosure (M)
- ☐ Pandemic Major (P)
- ☐ Tropical Storm (S)
- ☐ Tornado (T)
- ☐ Wildfire or Fire (W)
- ☐ Other – i.e., lack of affordable housing, long-term poverty, unemployment or underemployment, lack of affordable health care, mental illness, domestic violence, forced eviction, etc. (N)

3. Please provide the following information of your school-age child/children. You only have to complete this ONE time.

STUDENT NAME	GRADE	STUDENT ID	SCHOOL	CHECK IF ON MEDICAID
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

4. Have you moved in the past 3 years to seek work in pine straw, farming, dairy, chickens, or other? ☐ Yes ☐ No

5. Are there any 3 or 4-year-old siblings living in the home? ☐ Yes ☐ No

Signature of Parent/Legal Guardian

Printed Name

Date

Relationship to Student

Address

Phone

OFFICE USE ONLY

Signature of School Employee Official Witness

Printed Name

Title

Date

Liaison certifies the above named student qualifies for the Free Lunch Program under the provisions of the McKinney-Vento Act.

McKinney-Vento Liaison Signature

Printed Name

Date

Service Requested: ☐ School Physical; ☐ Immunization; ☐ School Supplies; ☐ Other _____

CUESTIONARIO DE RESIDENCIA ESTUDIANTIL

Su hijo/hijos/pueden ser elegibles para servicios educativos adicionales a través del Título 1 de la Parte A, Título IX Parte A asistencia por la ley Federal McKinney-Vento. Por favor conteste las siguientes preguntas para determinar elegibilidad:

1. Por favor, indique si usted y/ o su familia actualmente viven en una de las siguientes situaciones:

- ☐ Un albergue de emergencia o de transición o casa móvil de FEMA (A)
- ☐ Con una familia o amigo debido a la pérdida de vivienda, problemas económicos o una razón similar (B)
- ☐ Un coche, parques, parque de casas móviles temporales o campamento debido a la falta de vivienda adecuada, espacio público, edificio abandonado, vivienda inadecuada, lugar público o privado no diseñado para o generalmente usado como un alojamiento para dormir regular para las personas o lugares similares. (D)
- ☐ Un hotel o motel. (E)
- ☐ Esperando la colocación en hogares sustitutos. (F)
- ☐ No está en la custodia física de un padre o tutor (jóvenes no acompañados). (Y)



SI USTED NO VIVE EN UNA DE LAS SITUACIONES ANTERIORES, PARE AQUÍ!



2. Si marcó si a alguna pregunta, por favor endicar la causa con un "X" en la casilla correspondiente.

- | | |
|---|---|
| <input type="checkbox"/> Desastres provocados por el ser humano (causa mayor) (D) | <input type="checkbox"/> Tormenta tropical (S) |
| <input type="checkbox"/> Terremoto (E) | <input type="checkbox"/> Tornado (T) |
| <input type="checkbox"/> Inundaciones (F) | <input type="checkbox"/> Incendio forestal o fuego (W) |
| <input type="checkbox"/> Huracán (H) | <input type="checkbox"/> Otros: es decir, falta de vivienda accesible, pobreza a largo plazo, desempleo o subempleo, falta de atención médica accesible, enfermedad mental, violencia doméstica, desalojo, etc. (N) |
| <input type="checkbox"/> Ejecución hipotecaria (M) | |
| <input type="checkbox"/> Pandemia (P) | |

3. Por favor proporcione la siguiente información de su niño/ niños de edad escolar. Sólo tiene que completar UNA VEZ.

NOMBRE DEL ESTUDIANTE	GRADO	ID DEL ESTUDIANTE	ESCUELA	VERIFICAR SI EN MEDICAID
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

4. ¿Se ha mudado en los últimos 3 años para buscar trabajo en paja de pino, agricultura, productos lácteos, pollos, u otro?

☐ Sí ☐ No

5. ¿Hay hermanos/as de las edades 3 o 4 que viven en la casa?

☐ Sí ☐ No

Firma del Padre/Tutor Legal

Nombre en Letra de Molde

Fecha

Relación

Dirección

Teléfono

OFFICE USE ONLY/USO DE OFICINA SOLAMENTE

Signature of School Employee Official Witness	Printed Name	Title	Date
Liaison certifies the above named student qualifies for the Free Lunch Program under the provisions of the McKinney-Vento Act.			
McKinney-Vento Liaison Signature	Printed Name	Date	
Service Requested: <input type="checkbox"/> School Physical; <input type="checkbox"/> Immunization; <input type="checkbox"/> School Supplies; <input type="checkbox"/> Other _____			



Suwannee County School District



Office of Student Services
1740 Ohio Avenue, South Live Oak, Florida 32064

Alternate Learning Plan for Students With Disabilities Form

Parent / Legal Guardian: _____ Student's Name: _____

Address: _____ School: _____ Grade: _____ DOB: _____

Phone Number: _____ ☐ Phone Conference ☐ In-person Conference Liaison spoke to: _____

Alternate Learning Options for Suwannee County School District (SCSD)

Below is a list of Alternate Learning Options for SCSD students. Services will be provided based on _____'s Individualized Education Plan (IEP) either through Traditional, Hybrid, or Suwannee Virtual School's (SVS) Alternate Learning Options. Check the Parent/Guardian's Alternate Learning Choice below.

☐ **Traditional**
Normal School

☐ **Hybrid**
A combination of required consultation attendance at the school site and distance learning.

☐ **Suwannee Virtual School**
Full virtual model - completely online with some face-to-face supports.

☐ **Home Education Program**
Full home model - method of instruction chosen by parent.
*(*It is the Parent/Guardian's responsibility to withdraw student from Suwannee County School District by contacting the Director of School Choice*)*

SCSD is not changing placement or services provided, as outlined on the student's IEP.

NOTES:

For each contact attempt, please write the date, time, and details related to the discussion.

☐ A copy of the Alternate Learning Form, Procedural Safeguards, and Alternate Learning Information Sheet were provided in-person.

☐ A copy of the Alternate Learning Form, Procedural Safeguards, and Alternate Learning Information Sheet will be mailed home.

SIGNATURES:

District Liaison

Date

Parent/Guardian Signature

As a parent(s)/guardian(s), you have certain protections under the attached Safeguards of the Individuals with Disabilities Education Act. For your gifted student, you have protections under the Procedural Safeguards under rule 6A-6.03313, FAC. Further explanation of rights and copies may be obtained from the ESE Coordinator at 647-4630.

**BEFORE THE SCHOOL BOARD OF
SUWANNEE COUNTY, FLORIDA**

Ted L. Roush, Superintendent of Schools for
Suwannee County School District, Florida,

Petitioner,

vs.

CASE NO.: Case Number

Student Name,

Respondent.

_____ /

ELECTION OF RIGHTS

I, _____, hereby acknowledge receipt of a recommendation from the Superintendent of Schools, dated [date of election letter], for the expulsion of my child, [student name], from the public schools of Suwannee County, Florida, and having been advised of the nature of the charges, the right to be represented by counsel or other qualified representative and to appear at an evidentiary hearing to testify, bring witnesses, and other evidence, I do hereby make the following election:

(CHECK ONE)

_____ I hereby waive my right to an evidentiary hearing and consent to entry of a final order by the School Board of Suwannee County expelling my child, [student name], for the [insert dates of school year] school year(s) through [ending date], based upon the charges set forth in the Superintendent's recommendation.

OR

_____ I hereby request an evidentiary hearing on the charges to present evidence and make argument on the allegations of the Superintendent's recommendation. I understand that I will receive advance notice of the hearing date, place, and time.

Dated this _____ day of _____, 2020.

Student's Signature

Parent/Guardian Signature

Date

Date

**Attorney or Other
Qualified Representative**

Date

Witness

Witness

Date

Date

I HEREBY CERTIFY that the foregoing form was provided to _____ by
_____ personal hand delivery or _____ by certified mail with return receipt requested,
on _____ day of _____ 2020.

NAME

Director of School Choice
Suwannee County School District

NOTE: IF THIS FORM IS NOT SIGNED AND RETURNED WITHIN TWENTY ONE (21) DAYS FROM THE DATE OF ITS RECEIPT, YOUR RIGHT TO REQUEST AN EVIDENTIARY HEARING WILL BE DEEMED WAIVED, AND THIS MATTER WILL PROCEED WITHOUT AN EVIDENTIARY HEARING TO THE SCHOOL BOARD FOR ENTRY OF A FINAL ORDER OF EXPULSION.

SUWANNEE COUNTY SCHOOL DISTRICT
STIPULATED EXPULSION AGREEMENT

I, [student name], a student at [school name], Suwannee County School District, and my parent(s)/legal guardian(s) hereby stipulate and agree as follows:

1. I was properly suspended from [school name] based upon the initial allegations of:
 - Student Conduct and Discipline Code Violation: [enter code violation], Pg. [page #]; [give brief description]
2. I stipulate and agree that I committed the alleged conduct, and the alleged conduct is a violation of the Student Conduct and Discipline Code for Suwannee County School District, and the charges are valid and provable.
3. I stipulate and agree that the alleged conduct constitutes grounds for expulsion from the Suwannee County School District in accordance with the Student Conduct and Discipline Code for the Suwannee County School District and Florida Statutes.
4. Parent(s)/Legal Guardian(s): I agree to the expulsion of my child, [student name], a student at [school name], from the Suwannee County School District for the [first/second] semester of the [insert dates of school year] school year. [Student name] may return to the Suwannee County School District on [date].
5. We stipulate and agree that this Stipulated Expulsion Agreement shall not be utilized as a defense by the student or parent(s)/legal guardian(s) at any subsequent expulsion hearing resulting from a violation of the conditions set forth herein.
6. We understand that we have the right to request a hearing in front of the Suwannee County School Board Hearing Officer to contest this matter pursuant to Chapters 1006 and 120 of the Florida Statutes, and hereby **waive** our right to said hearing so long as the Suwannee County School Board approves this Stipulated Expulsion Agreement.
7. I understand that this expulsion will become part of my student records.
8. I understand that this Stipulated Expulsion Agreement will be submitted to the Suwannee County School Board at its next regularly scheduled meeting on [date of meeting]. In the event the Suwannee County School Board does not accept and approve this Stipulated Expulsion Agreement, then I hereby stipulate and agree that the current suspension be extended until the [date of meeting] School Board Meeting at which time an Administrative Hearing will be held by the Suwannee County School Board to determine the appropriate disposition of the Superintendent's recommendation for expulsion.

9. I understand that students currently on suspension or expulsion are prohibited from being on any school district property, school-sponsored transportation, school bus stops, school buses, or from attending school-sponsored activities.

Parent/Legal Guardian

Date

Parent/Legal Guardian

Date

Student

Date

School Administrator

Date

Director of School Choice

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this the _____ day of _____ 2020, by _____, as _____ of _____.

SEAL

Notary Public State of Florida

Printed Name: _____

My Commission Expires: _____

Personally known _____

OR Produced Identification _____

Type of Identification Produced _____

JERRY TAYLOR
DISTRICT 1
CATHERINE CASON
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

Current Date

CASE NO.: Case Number

Parent(s)/Legal Guardian(s) Name
Parent(s)/Legal Guardian(s) Address
City, FL Zip Code

Dear Parent(s)/Legal Guardian(s) Name:

The principal at [school name] has informed me that [student name] has been suspended from school for [insert student conduct] on [school name]'s campus on or about [date of violation], which is a violation of Section(s) 1006.13(?), Florida Statutes, Suwannee County School Board Policy #[insert policy number], and Suwannee County School District Student Conduct and Discipline Code.

Pursuant to Section 1006.09, Florida Statutes, the principal or his/her designated representative may recommend to the Superintendent of Schools the expulsion of any student who has committed a serious breach of conduct, including, but not limited to, willful disobedience, open defiance of authority of a member of his/her staff, violence against persons or property, or any other act which substantially disrupted the orderly conduct of the school. A recommendation of expulsion or assignment to a second chance school may also be made for any student found to have intentionally made false accusations that jeopardize the professional reputation, employment, or professional certification of a teacher or other member of the school staff, according to the District's Student Conduct and Discipline Code. The conduct for which [student name] was suspended is in violation of rules adopted by the School Board of Suwannee County, Florida, and may constitute grounds for expulsion pursuant to the Florida School Code.

The principal of [school name] has recommended that I initiate expulsion proceedings, and I am therefore requesting the School Board of Suwannee County to expel [student name] for the remainder of the [insert date(s) of school year] school year(s), through [end date], without prejudice to make an application to and upon acceptance by the Admission's Committee to attend Suwannee Opportunity School.

You are specifically advised of your right to due process of law as provided by Sections 120.569, 120.57, and 120.81, Florida Statutes, and by Rule 5.12, Rules of the School Board of Suwannee County, Florida, copies of which will be furnished upon request. You have a right to consult with and be represented, at your own expense, by counsel or other qualified representative.

SUWANNEE COUNTY SCHOOL DISTRICT

*"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."
A Fully Accredited School System-SACS CASI, an Accrediting Division of AdvancED • Equal Opportunity Employer*

SCSB Form#5100-094c

Expulsion-Supt Letter to Parent-Student Election of Rights Form

Approved ??/??/????

Parent(s)/Legal Guardian(s) Name

Date of Letter from 1st Page

Page [insert page number]

Pursuant to Section 1002.22, Florida Statutes, you may, upon request to my office, examine any and all records and reports which may have been prepared relating to any alternative measures taken prior to the recommendation for expulsion.

Pursuant to Section 1006.08, Florida Statutes, I am extending the suspension assigned by the principal to and including [insert date of next regular/special school board meeting]. On that date, I will request that the School Board continue the suspension to and including [date]. You are advised that you have a right to a separate intermediate informal hearing before me, or my designee, on the issue of whether the extension of your suspension by me is reasonable under the facts. Any such request for a hearing on the extension of your suspension shall be in writing and filed in my office at 1740 Ohio Avenue South, Live Oak, Florida 32064. In addition, you have a right to appear before the School Board on [insert date of next regular/special school board meeting], on the issue of whether the further extension of your suspension by the Board is reasonable under the facts. Any request for such a hearing before the School Board shall be in writing and filed in my office at 1740 Ohio Avenue South, Live Oak, Florida 32064.

Pursuant to Rule 6A-6.0331(6)(c), Florida Administrative Code, if your child is currently receiving services in an Exceptional Student Education Program, and the misconduct is not a manifestation of the child's disability, the expulsion shall not cause the complete cessation of special education and related services. You are advised that you have a right to request these services if your child is expelled or if [his/her] suspension is extended beyond ten (10) days. Any such request should be made to the Coordinator of Exceptional Student Education at 1740 Ohio Avenue South, Live Oak, Florida 32064.

Attached to this correspondence for your completion is an Election of Rights form. If you opt to sign the Election of Rights form requesting an evidentiary hearing, the hearing will be held before a Hearing Officer at a meeting closed to the public, unless you request that the meeting be open to the public. If you opt to sign the Election of Rights form waiving your right to an evidentiary hearing, a final order of expulsion will be entered by the School Board without the necessity of a hearing. **If you do not sign and return an Election of Rights form to the School Board within 21 days, you will be deemed to have waived your right to an evidentiary hearing, and the School Board will proceed to enter a final order of expulsion without further notice or hearing.**

If a hearing is requested, a Notice of Hearing letter, providing notice of the time, place, and date, will be mailed to you. After the hearing is conducted, a Recommended Order will be prepared by the Hearing Officer and a copy will be mailed to you. You will then have fifteen (15) days from the filing of the Recommended Order to file exceptions in writing with my office.

The Recommended Order filed by the Hearing Officer, together with any exceptions thereto, will be considered by the School Board at which time a Final Order will be entered.

Respectfully,

Ted L. Roush
Superintendent of Schools

Parent(s)/Legal Guardian(s) Name

Date of Letter from 1st Page

Page [insert page number]

Enclosures: Student Records
 Notice of Hearing
 Election of Rights Form
 Suwannee Opportunity School Placement Form

Copies To: [Name], Principal of [School Name], w/enclosures
 [Name], Director of School Choice, w/enclosures
 [Name], Coordinator of Suwannee Opportunity School, w/enclosures
 Leonard Dietzen, School Board Attorney, w/enclosures

[PLACE ON SCHOOL LETTERHEAD]

[(Current Date]

Case No.: _____

Parent(s)/Legal Guardian(s) Name

Student Name

To Whom It May Concern:

The Suwannee Opportunity School program was explained to me by a Suwannee County School Board employee. Among the things explained to me were:

1. The academic program;
2. The involvement and agreement needed from parents;
3. The location of the school site;
4. Starting and ending times of the Suwannee Opportunity School; and
5. The time limit assigned to the program.

Please indicate your desire for your child's attendance at the Suwannee Opportunity School. Please circle either "DO" or "DO NOT."

I DO DO NOT want my child considered for placement at Suwannee Opportunity School.

RECEIVED BY:

WITNESSED BY:

Parent/Legal Guardian Name (printed)

Witness Name (printed)

Parent/Legal Guardian Signature

Witness Signature

Date

Date

**BEFORE THE SCHOOL BOARD OF
SUWANNEE COUNTY, FLORIDA**

Ted L. Roush, Superintendent of Schools for
Suwannee County School District, Florida,

Petitioner,

vs.

CASE NO.: Case Number

Student Name,

Respondent.

_____ /

FINAL ORDER

THIS MATTER having come on to be heard before the School Board of Suwannee County, Florida, on the recommendation of the Superintendent of Schools that [student name] be expelled for the remainder of the [insert dates of school year] school year, through [ending date], and the student having waived [her/his] right to a hearing and having consented to the entry of an order of expulsion, and the School Board having considered the recommendation of expulsion and reports prepared by the Superintendent of Schools, the School Board makes the following Findings of Fact.

FINDINGS OF FACT

1. Up until the time of [her/his] suspension on or about [date of violation] and subsequent recommendation for expulsion, [student name] was a student enrolled at [school name], in Suwannee County, Florida.

2. [Student name] was charged by the Superintendent of Schools with [state conduct that violated Code] on [school name]'s campus on or about [date of violation], in violation of Section(s) [1006.13(?)], Florida Statutes, Suwannee County School Board Policy # [insert policy #], and Suwannee County School District Student Conduct and Discipline Code.

3. Based upon the record, the School Board finds that [student name] did, in fact, commit [insert student conduct in violation of code] on [school name]'s campus on or about [date of violation], in violation of Section(s) [1006.13(?)], Florida Statutes, Suwannee County School Board Policy # [insert Policy #], and Suwannee County School District Student Conduct of Discipline Code.

4. [Student name], by and through [her/his] parent, has waived any right to appear at an expulsion hearing and has consented to the entry of this final order.

CONCLUSIONS OF LAW

1. The School Board has authority to expel students pursuant to sections 1001.42 and 1006.07, Florida Statutes, as further implemented by Policy 5.12, Policies of the School Board of Suwannee County, Florida.

2. Petitioner has sustained his burden of proof in establishing the charges filed against Respondent.

WHEREFORE, based upon the Findings of Fact, the School Board of Suwannee County, Florida, does hereby expel [student name] from attendance at the public schools of Suwannee County, Florida, for the remainder of the [insert dates of school year] school year, through [insert end date], subject to [her/his] right to apply to, and if accepted, to attend Suwannee Opportunity School.

This Order may be appealed within thirty (30) days by filing a notice of appeal with the Board, and with the Florida District Court of Appeal, First District, together with the filing fee. See § 120.68, Florida Statutes, Fla. R. App. P. 9.110(c).

DONE AND ORDERED this _____ day of _____ 2020.

THE SCHOOL BOARD OF SUWANNEE COUNTY, FL

BY: _____
Ed daSilva, Chairman

Filed this _____ day of _____ 2020, at Suwannee County, Florida, with
the Secretary of the Board.

BY: _____
Secretary-Clerk

cc: [Parent(s)/Legal Guardian(s) name] and [student name]
[Principal name], Principal of [insert school name]
Leonard Dietzen, School Board Attorney

BEFORE THE SCHOOL DISTRICT OF SUWANNEE COUNTY, FLORIDA

CASE NO.: Case Number

IN RE: THE EXPULSION OF

Student Name,

_____ /

RECOMMENDED ORDER

This matter came on for hearing before Hearing Officer [name], a delegated representative of the School Board of Suwannee County, Florida on [date of hearing], at [time a.m./p.m.], at the Suwannee County School District Office located at 1740 Ohio Avenue, South, Live Oak, Florida 32064.

APPEARANCES

[Name], Hearing Officer

[Name], Principal of [school name]

[Student name], Student

Parent(s)/Legal Guardian(s) of [student name]

[Other Attendees]

This matter came for hearing upon the recommendation by Principal [name] for expulsion of [school name] student [student name]. [Student name] was recommended for expulsion as a result of a [date of incident] incident in which [student name] was alleged to [insert student conduct that violated code] in violation of Florida Statute § [1006.13(?)], School Board Policy #5.12 and the Suwannee County School District Student Conduct and Discipline Code.

FINDINGS OF FACT

1. Up until the time of [his/her] suspension on or about [date of incident] and subsequent recommendation for expulsion, [student name] was a student at [school name] in Suwannee County, Florida.
2. [Student name] and his parent(s)/legal guardian(s) received notice of the expulsion hearing and attended the proceedings pursuant to this notice.
3. On [date of incident], [student name] *[continue to tell findings of fact in chronological order, for each fact, make it a new numerical paragraph; include details like teacher reported to AP; AP reported to SRO; student spoke with principal; principal contacted parents, request student be picked up, advise of suspension; principal did investigation; principal spoke to 4 students individually; during these interviews, each student advised...; student was charged with...in violation of Florida Statute...; as a result of this incident, the Threat Assessment Team convened to review this case...the Threat Assessment Team concluded...Student and his parents conceded Student was in possession of a weapon on school grounds; Student does not like school...]*

CONCLUSIONS OF LAW

Florida Statute § 1006.13 provides in pertinent part:

- (1) District school boards shall promote a safe and supportive learning environment in schools by protecting students and staff from conduct that poses a serious threat to school safety.
- (2) Each district school board shall adopt a policy of zero-tolerance.
- (3) Zero-tolerance policies must require students found to have committed one of the following offenses to be expelled with or without continuing educational services, from the student's regular school for a period of not less than one (1) full year, and to be referred to the criminal justice or juvenile justice system.
 - a. *Bringing a firearm or weapon, as defined in chapter 790, to school, to any school function, or onto any school-sponsored transportation or possession a firearm at school.*
 - b. *Making a threat or false report, as defined by ss. 790.162 and 790.163, respectively, involving school or school personnel's property, school transportation, or a school-sponsored activity.*

In furtherance of this zero-tolerance policy, the Legislature has mandated that each district's Student Conduct and Discipline Code include notice to students and parent(s)/legal guardian(s) that *possession of a firearm or weapon by a student on school property is grounds for disciplinary action and may also result in criminal prosecution, see Florida Statute § 1006.07(2)(g), and that any student who is determined to have brought a firearm or weapon to school **will** be expelled, with or without continuing educational services for a period of not less than one (1) full year. Florida Statutes § 1006.07(2)(l) (emphasis added).*

In accordance with the Legislature's mandate, the Suwannee County School District's Student Conduct and Discipline Code advises that *possession of weapons and use of weapons are prohibited on school board property, including buses, at school-sponsored activities and in any vehicle brought onto school property or to a school sponsored activity. A student who brings a firearm to school shall receive an expulsion for at least one (1) full calendar year. Suwannee County School District Student Conduct and Discipline Code, Classification of Violations, Sec. C. Class III – Major Offenses ¶ 8 entitled "WEAPONS."*

The zero-tolerance policy found in Florida Statutes § 1006.13(3) has also been implemented in Policy #5.13* of the Suwannee County School Board Policies which states:

Students found to have committed one of the following offenses on school property, school sponsored transportation, or during a school sponsored activity shall be expelled, with or without continuing educational services, from the student's regular school for a period of not less than one (1) full year and be referred to the criminal justice or juvenile justice system, unless the Superintendent of Schools requests that the Board modify the requirement by assigning the student to a disciplinary program or second chance school, in accordance with Article X:

- A. *Bringing a firearm or weapon as defined in Chapter 790, Florida Statutes, to school, to any school function, or onto any school-sponsored transportation or possessing a firearm at school.*

The District's Student Conduct and Discipline Code further prohibits threats against students, including those that threaten an injury or death to another. *See Suwannee County School District Student Conduct and Discipline Code, Classification of Violations, Sec. C. Class III – Major Offenses at ¶ 9 and ¶ 21.*

RECOMMENDATION

The law is clear that there is to be zero tolerance for *possession of a weapon on school grounds*. *In addition to the possession of a weapon on school grounds*, the evidence supports a finding that [student name] *used the weapon to threaten fellow students which escalated this incident and required the involvement of the Threat Assessment Team and the Suwannee County Sheriff's Office who pursued criminal charges against [student name]*. While I empathize with [student name]'s parent(s)/legal guardian(s) and understand their desire to keep [student name] in school, in light of [cite to specific evidence/testimony], I recommend expulsion of [student name] for the [insert dates of school year school year] [and....].

Submitted this ____ day of [Month] [Year] in Suwannee County, Florida.

[Name], Hearing Officer

Filed with the School Board of Suwannee County, Florida this ____ day of [Month] [Year].

NOTICE OF RIGHT TO SUBMIT EXCEPTIONS

ALL PARTIES ARE HEREBY NOTIFIED THAT PURSUANT TO FLORIDA STATUTE § 120.57, THEY MAY SUBMIT WRITTEN EXCEPTIONS TO THIS RECOMMENDED ORDER TO THE HEARING OFFICER WITHIN FIFTEEN (15) DAYS OF THE DATE OF SERVICE OF THE RECOMMENDED ORDER.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this ____ day of [Month] [Year], a true and correct copy of the foregoing was sent to the following by Certified Mail, Return Receipt Requested to: [Parent(s)/Legal Guardian(s) Name], [Parent(s)/Legal Guardian(s) Address], and by hand delivery to Superintendent Ted Roush, and Leonard Dietzen, Attorney for the Board.

Administrative Secretary/Student Services

**BEFORE THE SCHOOL BOARD OF
SUWANNEE COUNTY, FLORIDA**

Ted L. Roush, Superintendent of Schools for
Suwannee County School District, Florida,

Petitioner,

vs.

CASE NO.: Case Number

Student Name,

Respondent.

/

NOTICE OF HEARING

To: Parent(s)/Legal Guardian(s) Name

YOU ARE HEREBY NOTIFIED that an evidentiary hearing in the above-styled case has been scheduled to be heard by a Hearing Officer appointed by the School Board of Suwannee County, Florida, on [date of hearing], at [time a.m./p.m.], or as soon thereafter as possible, in the Suwannee County School Board Meeting Room, at 1740 Ohio Avenue South, Live Oak, Florida 32064, to consider the recommendation for expulsion of [student name]. The Hearing Officer may grant a continuance of a hearing for good cause shown. Except in cases of emergency, requests for continuance must be made at least five (5) days prior to the date noticed for the hearing.

The nature of the hearing is to consider all the evidence bearing upon the continued suspension or expulsion of [student name]. The Superintendent of Schools, by separate recommendation, alleges that [student name] is guilty of misconduct which constitutes grounds upon which the School Board may enter a final order of expulsion.

You are advised that you are entitled, at your own expense, to consult with and be represented by counsel or other qualified representative of your own choice, and to testify and bring any and all witnesses, and you may request subpoenas from the District to compel the presence of witnesses in your behalf. Service of such subpoenas and payment of witness fees are your responsibility.

Upon oral request of an attorney or party and without praecipe, the District shall issue a subpoena for testimony before the School Board's Hearing Officer, or a subpoena for the production of documentary evidence before the School Board's Hearing Officer, signed and sealed but otherwise in blank, both as to the title of the action and the name of the person to whom it is directed; and the subpoena shall be filled in before service by the attorney or party.

The hearing will be conducted in the manner prescribed by Section 120.57, Florida Statutes. The jurisdiction of the School Board is invoked pursuant to Section 1006.07, Florida Statutes. The School Board hereby waives the fourteen (14) day notice requirement of Section 120.569, Florida Statutes, without consent of the parties and fixes the above notice requirement. The hearing is not required by law to be conducted at a meeting open to the public. However, you have a right to elect to have the hearing held at a meeting open to the public. You may file with the Superintendent of Schools, at 1740 Ohio Avenue South, Live Oak, Florida 32064, any document in opposition to the recommendation of the Superintendent of Schools for expulsion prior to or at the hearing.

Pursuant to Section 286.0105, Florida Statutes, you are hereby notified that if you wish to appeal any Recommended Order by the Hearing Officer, with respect to any matter considered at this hearing, you will need a record of the proceedings, and for such purpose you may need to insure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

PLEASE BE GOVERNED ACCORDINGLY.

THE SCHOOL BOARD OF SUWANNEE COUNTY,
FLORIDA

BY:

Superintendent of Schools
Executive Officer to the School Board

cc: [Name], Principal of [insert school name]
[Name], Director of School Choice
Leonard Dietzen, School Board Attorney

JERRY TAYLOR
DISTRICT 1
CATHERINE CASON
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

Current Date

CASE NO.: Case Number

Parent(s)/Legal Guardian(s) Name
Parent(s)/Legal Guardian(s) Address
City, FL Zip Code

Dear Parent(s)/Legal Guardians Name:

As Superintendent of Schools, I am hereby advising you that a hearing has been scheduled on the recommendation for expulsion of [student name] from the Suwannee County School District. [Student name] was suspended from [school name] for ten (10) days, [date] through [date], for [state student conduct], prohibited by the Suwannee County School District Student Conduct and Discipline Code. [Student name] will remain suspended through the date of the hearing before the School Board's Hearing Officer.

An expulsion hearing before a School Board-delegated representative, sitting as a Hearing Officer, has been scheduled for [date of hearing], at [time a.m./p.m.], at the Suwannee County School District Office located at 1740 Ohio Avenue South, Live Oak, Florida 32064. At this hearing, you will be permitted to call witnesses and present evidence on behalf of your child, as well as to cross-examine witnesses presented by the School Board and to defend your child's actions and conduct.

Pursuant to Florida Statutes § 1006.07(1)(a), you also have the right to elect that the expulsion hearing, which is ordinarily closed to the public, be held open to the public in accordance with the provisions of Florida Statutes § 286.011. You may exercise this right by notifying me in writing before noon on [date].

The scheduled hearing is pursuant to Florida Statutes §§ 120.57(2) and 120.569, and the suspension is pursuant to Florida Statutes § 1006.08 and School Board Policy #5.12.

SUWANNEE COUNTY SCHOOL DISTRICT

*"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."
A Fully Accredited School System-SACS CASI, an Accrediting Division of AdvancED • Equal Opportunity Employer*

Parent(s)/Legal Guardian(s) Name

Date of Letter from 1st Page

Page [insert page number]

A Notice of Hearing is enclosed with this correspondence.

Respectfully,

Ted L. Roush
Superintendent of Schools

Copies To: [Name], Principal of [insert school name]
Leonard Dietzen, School Board Attorney
School Board Members

Signature of Receipt

X _____

(PLACE ON SCHOOL LETTERHEAD)

Principal
[Principal Name]

[Current Date]

Dear Superintendent Roush:

[Student name], a [1st-12th] grade student at [school name] was suspended 10 days beginning [date of suspension], for [insert student conduct]. This student [briefly explain what happened].

Pursuant to School Board Policy #5.12, I am recommending expulsion of [student name] for the remainder of the [insert date(s) of school year] school year. I am also recommending that [student name] be allowed to make an application to, and if accepted, attend Suwannee Opportunity School.

The parent(s)/legal guardian(s) of [student name] have been properly notified of this recommendation followed by written notification which has been sent via certified mail.

Respectfully,

[Principal Name]
Principal of [school name]

cc: [Name], Director of School Choice, w/enclosures
[Name], Coordinator of Suwannee Opportunity School, w/enclosures
[Parent(s)/Legal Guardians Name], Parent(s)/Legal Guardian(s)
[Student Name], Student